



MEMORANDUM

Agenda Item No. 7(A)(1)(E)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Award Recommendation,
ITB Prepaid Phone Card
Vending Machines
No. MDAD0003

The attached Agreement between WTN/Blackstar/CKOR Vending Joint Venture and Miami-Dade County has been prepared by the Miami-Dade Aviation Department and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said contract for and on behalf of the County, and to exercise any cancellation provisions therein.

It is further recommended that if WTN, J.V., does not execute the Agreement, that authorization be granted to offer the Agreement to the second, third, fourth, and fifth highest bidder at the price which they bid and in that order, and that, in the alternative, authorization be granted to reject all bids and re-advertise if the first, second, or third highest bidder do not accept the Agreement. It is also recommended that authorization be granted to seek forfeiture of the bid guarantee bond of any bidder which does not accept the Agreement, and that further bid protest procedures be waived.

PROJECT: ITB Prepaid Phone Card Vending Machines

PROJECT NO.: MDAD0003

PROJECT LOCATION: Miami International Airport

DESCRIPTION OF PROJECT: The County advertised an Invitation to Bid for one (1) qualified firm or individual(s) for the installation, operation and maintenance of prepaid phone card vending machines located at Miami International Airport.

The successful bidder shall operate thirty-seven (37) prepaid phone card vending machines at various locations in Miami International Airport.

FIRM: WTN/Blackstar/CKOR Vending Joint Venture.

LOCATION OF FIRM: 44 Cocoanut Row
Palm Beach, Florida 33480

TERM OF AGREEMENT: Two years

OPTION(S) TO RENEW: Two one-year options to renew

RECOMMENDED CONTRACT MEASURES: RC review not required. However, MDAD established a DBE goal of 21% Blackstar, LLC.

ADVERTISEMENT DATE: June 6, 2002

LIVING WAGE: Not Applicable

BACKGROUND: The Aviation Department advertised an Invitation for Bid (ITB) to solicit bids for Prepaid Phone Card Vending machines in the Metro Calendar and the Daily Business Review. Six (6) bidders responded to the County's public advertisement. One of the six firms was found non-responsive by the County Attorney's Office because the firm proposed to meet the DBE goal by being a qualified DBE but was not DBE certified at the time of submitting its bid and was subsequently denied certification. The prices for the five (5) remaining responsive responsible bidders were opened and read aloud at a publicly advertised meeting.

The price bids for a Minimum Annual Guarantee for the five bidders were as follows:

1. WTN/Blackstar/CKOR Vending Joint Venture: \$1,089,312.00
2. Latin American Enterprises, Inc.: \$1,081,495.00
3. Communitel, Inc.: \$1,080,009.00

4. Travelex Currency Services, Inc.:
\$701,000
5. Datawave Services, Inc.: \$300,000 with
annual increase by percentage equal to
the Consumer Price Index and a payment
of \$50,000 payable upon execution of
the Agreement.

The County Manager's recommendation to award the contract to WTN, the highest bidder, was placed on the January 21, 2003 Board of County Commissioners agenda (7A1A) but was later withdrawn as a result of a protest being filed by Latin American Enterprises, Inc. and Communitel, Inc. The protest hearing was held, and the Hearing Examiner subsequently recommended that the recommendation of the County Manager stand. Prior to the protest procedures, WTN, as the highest bidder, expressed reservations about executing the Agreement at the price, which it bid and cited increased competition from discounted payphones installed at the MIA terminal. After expressing such reservations, WTN participated in the bid protest hearing and defended the recommendation to award the Agreement to WTN in accordance with its bid.

In order to fully preserve the County's rights, it is therefore recommended that the County Manager or his designee be authorized to execute the Agreement with WTN on behalf of the County. However, in the event that WTN does not execute the agreement within three (3) days after the effective date of the attached Resolution, excluding Saturdays, Sundays, and any legal holidays, it is recommended that the Manager or his designee be authorized to execute the Agreement with Latin American Enterprises, Inc., the second highest bidder at the price bid by that firm.

It is further recommended that authorization be granted to offer the Agreement to the third, fourth, and fifth highest bidder, pursuant to their bids and in such order, with the alternative of rejecting all bids and re-advertising the invitation to bid if the second or third highest bidder do not execute the Agreement. It is further recommended that authorization be granted to seek forfeiture of the bid guarantee bond of any bidder that fails to execute the Agreement when furnished an opportunity to do so.

To expedite the entire process, it is recommended that this Board by 2/3 votes waive further bid protest procedures, as authorized by Section 2-8.4(j) of the Code.

**AMOUNT OF RECOMMENDED
AGREEMENT:**

The bid is \$1,089,312.00, Minimum Annual Guarantee. (MAG). In addition, the firm shall pay the County 25% of the monthly gross revenues which exceeds the Minimum Annual Guarantee.

HOW LONG IN BUSINESS:

Partnership Agreement for Joint Venture dated June 7, 2002

COMPANY PRINCIPALS:

Edward J. Meegan (WTN)
John E. Oxendine (Blackstar)
Christopher G. Korge (CKOR)

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:**

None (under the joint venture)

DISCLOSURE INFORMATION FOR THE REMAINING FOUR FIRMS

FIRM: Latin American Enterprises, Inc.

LOCATION OF FIRM: 2929 S.W. 3rd Avenue, Third Floor
Miami, Florida 33129

HOW LONG IN BUSINESS: Eleven (11) years

COMPANY PRINCIPALS: Juan Jose Pino

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:** One (1) Agreement totaling
\$1,166,490 (Revenue paid to the County)

FIRM: Communitel, Inc.

LOCATION OF FIRM: 11890 S.W. 8th Street, Suite #212
Miami, Florida 33184

HOW LONG IN BUSINESS: Six and a half (6 1/2) years + five (5) years
under the name of Quick Packing, Inc.

COMPANY PRINCIPALS: Pedro R. Pelaez
Robert J. McWilliams

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:** One (1) Agreement totaling \$1,244,686
(Revenue paid to the County)

One (1) Agreement totaling \$703,683

FIRM: Travelex Currency Services Inc.

LOCATION OF FIRM: 1000 Franklin Ave., Suite 100
Garden City, NY 11530

HOW LONG IN BUSINESS: Twenty (20) years

COMPANY PRINCIPALS: Anthony R. Horne
Michael Brandt
Thomas Tucker
Michael Ambrose

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:** None

FIRM: DataWave Services (US) Inc.

LOCATION OF FIRM: 231 West Parkway
Pompton Plains, New Jersey 07444

HOW LONG IN BUSINESS: Eight (8) years

COMPANY PRINCIPALS: Pierre Saez
Joshua Emanuel
Ronald Bozek
Mark Belsky
Dave Knox
John Gunn

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:** None




MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 8, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(A)(1)(E)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(A)(1)(E)

7-8-03

RESOLUTION NO. _____

RESOLUTION AWARDING PREPAID PHONE CARD VENDING MACHINES CONTRACT TO WTN/BLACKSTAR/CKOR VENDING JOINT VENTURE; AT MIAMI INTERNATIONAL AIRPORT, ITB NO. MDAD0003; AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT AND TERMINATION PROVISIONS CONTAINED THEREIN; AWARDING AND AUTHORIZING COUNTY MANAGER OR HIS DESIGNEE TO OFFER AGREEMENT TO SECOND, THIRD, FOURTH AND FIFTH HIGHEST BIDDER IN THAT ORDER IF HIGHER BIDDERS REJECT THE AGREEMENT; AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO REJECT ALL BIDS AND RE-ADVERTISE THE INVITATION TO BID, IN THE ALTERNATIVE, IF THE FIRST, SECOND, AND THIRD HIGHEST BIDDER REJECT THE AGREEMENT; AUTHORIZING COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE AGREEMENTS AND CANCELLATION PROVISIONS AND TO INITIATE PROCEEDINGS TO FORFEIT BID GUARANTEE BOND UPON FAILURE OF SAID BIDDER TO EXECUTE AGREEMENT; WAIVING FURTHER BID PROTEST PROCEDURES BY 2/3 VOTE OF MEMBERS PRESENT

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum for the reasons stated therein, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby awards the Prepaid Phone Card Vending Machines Contract to WTN/Blackstar/CKOR Vending Joint Venture at Miami-International Airport, ITB No. MDAD0003, for the installation, operation and maintenance of the prepaid phone card vending machines located in Miami International Airport, for a two (2) year term, with two (2) one-year options

to renew, for a minimum annual guarantee of \$1,089,312.00, as set forth in the attached memorandum from the County Manager; this Board authorizes the County Manager or designee to execute the Agreement between Miami-Dade County and WTN/Blackstar/CKOR Vending Joint Venture, in substantially the form attached hereto and made a part hereof, subject to execution by WTN/Blackstar/CKOR Vending Joint Venture and after review by the County Attorney's Office; and to exercise the termination provisions contained therein.

Section 2. WTN/Blackstar/CKOR Vending Joint Venture shall have three (3) days, excluding Saturdays, Sundays and legal holidays, from the effective date of this resolution within which to execute the Agreement as described in Section 1 above and to deliver an executed original thereof to the Contracting Officer at the offices of the Miami-Dade Aviation Department.

Section 3. Upon failure of WTN/Blackstar/CKOR Vending Joint Venture to deliver a fully executed Agreement as provided in Section 1 above, this Board awards and authorizes the County Manager or his designee to execute the Agreement between Miami-Dade County and Latin American Enterprises, Inc. for a minimum annual guarantee of \$1,081,495.00, the terms and provisions of such Agreement being otherwise the same as those set forth in Section 2 above, subject to execution by Latin American Enterprises, Inc. and after review by the County Attorney's office, and this Board further authorizes the Manager or his designee to exercise the termination provisions contained

therein. Latin American Enterprises, Inc. shall have five days, with Saturdays, Sundays, and legal holidays excluded, from receipt of notification from the Contracting officer of the high bidder's rejection in which to execute the Agreement and deliver a fully executed original thereof to the Contracting Officer.

Section 4. Upon the failure of Latin American Enterprises, Inc. to deliver a fully executed Agreement as provided above, this Board awards and authorizes the Manager or his designee to execute the Agreement between Miami-Dade County and Communitel, Inc. for a minimum annual guarantee of \$1,080,009.00, the terms and provisions being otherwise the same as set forth above, and the Manager or his designee is hereby authorized to exercise the termination provisions contained therein; further the Manager or his designee may specify a reasonable time not to exceed ten days for Communitel, Inc. to deliver a fully executed Agreement to the Contracting Officer.

Section 5. If Communitel, Inc. does not execute the Agreement, this Board awards the Agreement as follows: The Manager or his designee may first offer to execute the Agreement with Travelex Currency Services, Inc. for a minimum annual guarantee of \$701,000; upon failure of Travelex Currency Services, Inc. to accept the Agreement, it may be offered by the Manager or his designee to Datawave Services, Inc. for a minimum annual guarantee of \$300,000.00 with annual increase by a percentage equal to the Consumer Price Index increase and a payment of \$50,000 payable upon execution of the Agreement; the

terms and provisions of the Agreements with Travelex or Datawave shall otherwise be the same as set forth above with the Manager or his designee having authority to execute the termination provisions contained therein.

Section 6. As an alternative to Section 5 above, the Manager or his designee is authorized to reject all bids and re-advertise the invitation to bid upon this Agreement.

Section 7. Pursuant to Section 2-8.4(j) of the Code and upon the written recommendation of the County Manager, this Board by a 2/3 vote of the members present hereby waives further bid protest procedures for this Agreement.

Section 8. The County Manager or his designee and the County Attorney are authorized to seek forfeiture of the bid guarantee bond in the amount of \$5,000, of any bidder that fails to execute the Agreement when furnished an opportunity to do so.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as Rec
to form and legal sufficiency.
Roy Wood

COPY 1 COPY 2

**LEASE AND CONCESSION AGREEMENT
FOR THE
PREPAID PHONE CARD VENDING
MACHINES SERVICES
FOR THE TERMINAL BUILDING AT
MIAMI INTERNATIONAL AIRPORT,
BETWEEN
MIAMI-DADE AVIATION DEPARTMENT
AND
WTN/BLACKSTAR/CKOR VENDING,
JOINT VENTURE**

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Appendix A – WTN/Blackstar/CKOR Vending's Proposal Submittal

DEFINITIONS

The term "Airport" shall mean Miami International Airport.

The term "Airport Director or its Designee" shall mean the person assigned to oversee the project.

The term "Capital Improvement Program" (CIP) shall mean to the Airport's construction program that will involve the refurbishment of Terminal interiors, airline relocations, changes in access to the Terminal and Concourses, construction of new concession spaces, and other improvements that may affect concession operations in the Terminal Building and on the Concourses. The CIP may affect the operation of the spaces, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THE AGREEMENT.**

The term "Commencement Date" shall be 30 calendar days from the Effective Date.

The term "Concessionaire" shall mean the Successful Bidder who enters into a Lease and Concession Agreement.

The term "County" shall mean Miami-Dade County, Florida.

The term "Department" shall mean the Miami-Dade Aviation Department (MDAD).

The term "Effective Date" is the date the County Manager executes the Concession Agreement.

The term "Lease and Concession Agreement" shall mean the Agreement as signed and executed by the Concessionaire and the County.

The terms "Miami Dade Aviation Department" or "MDAD" are one in the same and shall mean to the County Department responsible for operating Miami International Airport.

**FORM OF LEASE AND CONCESSION AGREEMENT
FOR NON-EXCLUSIVE PREPAID PHONE CARD VENDING MACHINES
AT MIAMI INTERNATIONAL AIRPORT
MIAMI, FLORIDA**

This Prepaid Phone Card Vending Machines Lease and Concession Agreement ("Agreement") is made and entered into as of this ____ day of _____ 2003, by and between Miami-Dade County, Florida ("The County"), a political subdivision of the State of Florida and WTN/Blackstar/CKOR Vending, Joint Venture, ("Concessionaire").

WITNESSETH:

WHEREAS, the County owns Miami International Airport ("Airport"), and operates the Airport through the Miami-Dade Aviation Department.

WHEREAS, Prepaid Phone Card Vending Machines is a desired service for the convenience of the airline passengers and Airport patrons, as further described herein, "Prepaid Phone Card Vending Machines", attached hereto.

WHEREAS, an Invitation to Bid No. MDAD0003, ("Bid Invitation") was issued by the Department on June 6, 2002. In response to the Bid Invitation, the County has received bids and an award has been made to a concessionaire.

NOW, THEREFORE, in consideration of the spaces, agreement, and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – TERM, EXTENSION AND LOCATIONS

1.01 TERM: The County hereby leases to the concessionaire and the concessionaire hereby leases from the County, for a term of two (2) years, beginning 30 days from the Effective Date, also known as the "Commencement Date", unless otherwise terminated or extended as provided for herein, the Locations described below, Section 1.04, for the operation of non-exclusive Prepaid Phone Card Vending Machines at Miami International Airport.

1.02 EXTENSION: The Department reserves the right to extend the Agreement, at its sole discretion, for a period not to exceed two (2) one-year extensions.

In the event the Department elects to extend the Agreement, the Concessionaire shall be notified, in writing, at least 30 calendar days prior to the scheduled termination date of the Agreement. In the event the Department does not give such notice, the Agreement shall terminate accordingly.

1.03 TERMINATION: The Agreement may be terminated, by either party, without cause, upon not less than ninety (90) day written notice.

- 1.04 LOCATIONS:** The County hereby provides to the Concessionaire 37 Locations, each measuring no more than 9 square feet, for a total square footage of approximately 333 square feet, as shown on **Exhibit A**, "Phone Card Locations" dated December 1, 2001, solely for the purpose of operating and maintaining Prepaid Phone Cards Vending Machines.

The "Capital Improvement Program" (CIP) at the Airport will involve the refurbishment of terminal interiors, airline relocations, changes in access to the Terminal and Concourses, construction of new concession spaces, and other improvements that may affect concession operations in the Terminal Building and on the Concourses. The CIP may affect the operation of these assigned spaces, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THE AGREEMENT.**

- 1.05 ADDITIONS, DELETIONS AND RELOCATIONS:** The Department reserves the right to add, delete or relocate any of the Locations, due to, but not limited by, Airport development/construction, operational necessity, security, or safety considerations.

The Department and the Concessionaire may, by mutual agreement, add other Locations hereunder for such minimum annual guarantee and monthly opportunity fee, pursuant to Sections 3.01 and 3.02, and all costs associated therewith shall be paid by the Concessionaire. Such addition must originate, upon a written request from the Concessionaire to the Department with the subsequent written approval from the Department to the Concessionaire.

The Department and the Concessionaire may, by mutual agreement, relocate a Location, upon a written request from the Concessionaire to the Department with the subsequent written approval from the Department to the Concessionaire. In the event of any relocation, the Department shall use its best efforts, but will not be required to provide Locations with similar sales potential.

The Agreement shall be administratively revised to reflect any additions, deletions, and relocations, as such, (i) for the mutually accepted addition of any Location, upon 30 calendar written notice to the Concessionaire by the Department, (ii) for deletions, upon 30 calendar days written notice to the Concessionaire by the Department, (iii) for the mutually accepted relocation of any Location, upon 30 calendar days written notice to the Concessionaire by the Department.

Such changes will include revised **Exhibit A** and appropriate changes to Locations in Section 1.04 and total payments due the County in accordance with Sections 3.01 and 3.02.

The Successful Bidder will not add, delete, or change locations without the written approval of the Department. Failure to comply with this requirement will result in the

immediate removal of the phone card vending machine by the Department or Concessionaire and may be cause for default.

- 1.06 NONEXCLUSIVITY:** This Agreement is nonexclusive in character and in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by other Concessionaires or others in other Premises at the Airport during the term of the Agreement.
- 1.07 BID INCORPORATED:** The Concessionaire acknowledges that it has submitted to the County a bid ("BID") that was the basis for the award of the Agreement and upon which the County has relied. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THE INVITATION TO BID DOCUMENTS AND THE LEASE AND CONCESSION AGREEMENT, THE TERMS OF THE LEASE AND CONCESSION AGREEMENT SHALL GOVERN. The bid of the Concessionaire, where not inconsistent with the terms of the Lease and Concession Agreement, is hereby incorporated into the Agreement by reference.

ARTICLE 2 – USE OF LOCATIONS

- 2.01** The Concessionaire shall have the right, privilege, and obligation to use the assigned locations to operate and maintain non-exclusive Prepaid Phone Card Vending Machines as approved by the Department.
- Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or service of the unapproved product immediately, upon verbal or written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.
- 2.02** The Concessionaire is required to operate and maintain the Locations and the prepaid phone card vending machines in a first class manner and condition. It is the intent of the Agreement to provide a pleasant, operationally efficient and financially productive environment. The Concessionaire will emphasize customer service through employee courtesy, knowledge and interest in the product and attention to detail.

ARTICLE 3 - PAYMENTS AND REPORTS

- 3.01 MINIMUM ANNUAL GUARANTEE:** The Concessionaire shall pay to the County beginning on the Commencement Date, a Minimum Annual Guarantee of \$1,089,312.00.

The Minimum Annual Guarantee shall be prorated and payable in twelve equal monthly payments, (Minimum Monthly Guarantee), of \$90,776.00, in U.S. funds, on the first day of each month, in advance, and without billing, plus applicable taxes as required by law.

Prior to the second year of the Agreement and every subsequent year thereafter, including any extensions, the Minimum Annual Guarantee shall be recalculated. An appropriate

adjustment will be made to reflect the change in the Consumer Price Index (CPI) for all urban consumers in the U.S., South Urban Region, for the preceding County fiscal year.

- 3.02 PERCENTAGE FEE TO THE COUNTY:** As consideration for the privileges granted the Concessionaire herein to engage in business at the Airport and not as a payment for the use and occupancy of any property, the Concessionaire shall pay to the County, in addition to the payment required pursuant Section 3.01 "Minimum Annual Guarantee", a percentage fee of 25% of the Monthly Gross Revenues, as defined in Section 3.04 "Gross Revenues", that exceeds the sum of the monthly "Minimum Monthly Guarantee", in US funds, by the tenth day of the month following the month during which the Gross Revenues were received or accrued. Percentage Fees are non-taxable.

Percentage Fee to the County payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Section 3.12 "Right to Audit/Inspect" are considered as having been due on the tenth day of the month following the month during which the unreported Gross Revenues were received or accrued.

- 3.03 PERFORMANCE BOND FOR MAG REQUIREMENTS:** Within thirty (30) calendar days after the award of the Agreement, the Concessionaire shall provide the County a Performance Bond on **Exhibit H** attached to the Lease and Concession Agreement in an amount equal to 100% of the Minimum Annual Guarantee (MAG) for the first twelve (12) months of operation of the concession and shall keep the same in full force and effect and shall renew the same annually as adjusted to reflect increases in the Consumer Price Index (CPI), for the entire term and extensions, if any, of the Agreement, to ensure the faithful performance of all of the covenants, terms and conditions of the agreement.

- 3.04 GROSS REVENUES:** The term "Gross Revenues", as used in the Agreement, means all monies paid or payable to or consideration of determinable value received by the Concessionaire in the operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan.

- 3.05 TAXES:** The Concessionaire shall be solely responsible for the payment of all sales, use or other taxes, levied upon the fees and other charges payable by Concessionaire to Department hereunder, whether or not the same shall have been billed or collected by Department, together with any and all interest and penalties levied thereon, and Concessionaire hereby agrees to indemnify Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Concessionaire and remitted to the taxing authority by Department, or the amounts, if any, paid directly by Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by

Department as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of the Agreement.

- 3.06 REPORTS OF GROSS REVENUE:** On or before the 10th day following the end of each month throughout the term of the Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, **Exhibit E**. The report shall enumerate each Location under the Agreement, together with the Monthly Percentage Fee to the County payments due in Section 3.02 "Percentage Fee to the County". The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting. The statement must be signed by an officer (if Concessionaire is a corporation), a partner (if a partnership), or the owner (if a sole proprietorship) and identify all receipts derived by Concessionaire during such month. Failure to comply within ten (10) calendar days will result in a late fee of \$50 per day.
- 3.07 LATE PAYMENT:** In the event the Concessionaire fails to make any payments as required to be paid under the provisions of the Agreement within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Dade County, Florida (currently set as 1½% per month) shall accrue against all such delinquent payment(s) from the original due date until the Department actually receives payment. The right of the County to require payments of such interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of the Agreement, or to pursue other remedies provided by law.
- 3.08 DISHONORED CHECK OR DRAFT:** In the event the Concessionaire delivers a dishonored check or draft to the County in payment of any obligation arising under the Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less, THIRTY DOLLARS if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or FORTY DOLLARS, if the face value of the dishonored check is \$300.00 or more, or five percent of the face value of such dishonored check or draft, whichever is greater, plus penalties imposed by law (F.S.832.08 and F.S. 125.0105). Further, in such event, the Department may require that future payments required pursuant to the Agreement be made by cashier's checks or other means acceptable to the Department.
- 3.09 ADDRESS FOR PAYMENTS:** The Concessionaire shall pay all monies payable, as required by the Agreement, to the following:
- In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
During normal business hours, 8:00 A.M. to 5:00 P.M Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 592616
Miami, Florida 33159

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire transfer instructions provided by MDAD's Finance Division, 305-876-7383.

3.10 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department.

3.11 ANNUAL AUDIT: Within ninety (90) days of each anniversary of the Effective Date of the Agreement and within sixty days following termination of the Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of Monthly Gross Revenues, and Percentage Fees separately stating DBE revenues and expenses, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in **Exhibit G** "Audit Report", shall include a schedule of Monthly Gross Revenues and Percentage Fees paid to the County under the Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter, which will contain the findings discovered during the course of the examination, such as recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under the Agreement. In addition, the audit shall also include comprehensive compliance procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of the Agreement for the period of examination and submit such reports in a separate letter. Each audit and examination shall cover the period of the Agreement. The last such report shall include the last day of operations. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department.

If such schedules indicate that the Percentage Fees for such Agreement Period have been underpaid, then the Concessionaire shall submit payment thereof to the Department at the Finance Office, the statements required under this section, together with interest on any underpaid Percentage Fees at the rate set forth in Section 3.07 "Late Payment" from the date such fees or charges should have been paid.

3.12 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any Premises, on or off the Airport, which the Concessionaire may use as administrative,

maintenance and operational facilities, in connection with its operations pursuant to the Agreement, to: (1) verify, check and record data used in connection with operation of the Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, and State sales tax returns, and work papers relating to the operation of the Agreement, and other pertinent information as may be determined to be needed or desirable by the Department.

The Department shall further have the right, upon reasonable written notice to Concessionaire at the sole cost of Department except as specified below, to examine or designate a representative to examine the books and records of Concessionaire which relate to its operations on the Premises to determine the correctness of the Percentage Fees paid by Concessionaire to Department for any or all of the Agreement Periods immediately preceding such examination. If, as a result of such examination, it is established that the Percentage Fees for any Agreement Period have been underpaid to Department, Concessionaire shall forthwith, upon written demand from the Department, pay the difference to Department, together with interest thereon at the rate set forth in Section 3.07 "Late Payment" from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid Percentage Fees for any Agreement Period by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control even where the Agreement references such principles or standards. In particular, without limitation, Concessionaire shall maintain all records required under the Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

- 3.13 RECORDS AND REPORTS:** The Concessionaire shall, at all times during the term hereof, maintain at the Premises or at an office in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations, in a form consistent with good accounting practice, and cause to be installed for use at all times in the prepaid phone card vending machines such devices and forms as are reasonably necessary to record properly, accurately and completely all Concessionaire's merchandise sales and services from the prepaid phone card vending machines. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the Auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Services Department of the County or Auditors of the State of Florida) prior to commencement of operations hereunder.

The Concessionaire shall account for all revenues of any nature related to transactions in connection with the Agreement in a manner which segregates in detail those transactions from other transactions of Concessionaire and which supports the amounts reported to the Department in Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

1. Concessionaire's bank account statements (separate bank accounts shall be maintained for receipts from operations on the Premises and no receipts from any other source shall be deposited in such accounts);
2. A compiled report of transactions by Locations showing all Gross Revenues and all exclusions from Gross Revenues by category (as set forth in Article 3.04 "Gross Revenues"), which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to Department on Concessionaire's monthly "Revenue Reports", and
3. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of the Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon five (5) business days written notice from the Department, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Concessionaire's sales, shall be made available, at the offices of the Department, for inspection by Department through its duly authorized representatives, at any time, for up to three (3) years subsequent to final termination of the Agreement Period to which such books and records relate (and Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period).

3.14 ADDITIONAL REPORTS: The Successful Bidder will be required to provide electronic record of all transactions by location, by machine, for accounting and auditing purposes. The Prepaid Phone Card Vending Machines must generate printed revenue reports as requested by the Department. The manufacturer of the vending machine must provide a certificate verifying that the revenue mechanism creating the reports is tamperproof.

Any evidence of tampering may lead to termination of the Agreement. Only a certified company technician may have access to the accounting system and must notify the Department before servicing or repairing any part of the machine that produces access to the accounting system. A copy of transaction report or similar information will need to be submitted with the concessionaires' monthly payment for verification. The Department will

have the right to inspect the prepaid phone card vending machines and to audit the concessionaire at any time.

- 3.15 ADDITIONAL SUMS DUE:** Department has paid any sum or has incurred any obligation or expense for Concessionaire agreed to pay or reimburse Department, or if Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the terms or conditions of the Agreement, then the same shall be deemed additional fees due.
- 3.16 UTILITIES:** The cost of all utilities used or consumed at the locations shall be borne by the Concessionaire. Unless the Locations are provided with separate electric meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge upon billing by the Department, or utility companies. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty days after it has received Department's invoice thereof. The County shall have no obligation to provide utilities to the Locations listed in Section 1.04 and depicted on **Exhibit A**, "Phone Card Locations" dated December 1, 2001.
- 3.17 NO NEGOTIATIONS:** The Concessionaire understands and agrees, as a condition precedent to the County's consideration of the bid, that the terms and conditions of Section 3.01 "Minimum Annual Guarantee", and Section 3.02 "Percentage Fee to the County" are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing, except in the event of an act of God, at any time during the term of the Agreement, including any extensions.
- 3.18 OTHER REPORTS:** The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department.

ARTICLE 4 – STANDARDS OF SERVICE

- 4.01 OPERATING REQUIREMENTS:** In addition to the requirements established in **Exhibit D** "Standards of Operation", the Concessionaire must comply with all operating requirements as set by the Aviation Department. The Operating Requirements may be changed from time to time in order to maintain an appropriate business environment.

Pricing Denominations:

The Successful Bidder will provide customers with either a \$10 prepaid phone card and/or a \$20 prepaid phone card. No other denominations will be approved by the Department. The \$10 card must allow, on average, a minimum of one (1) U.S. call of 35 minutes (\$.29/minute), or one (1) international call of 12 minutes (\$.83/minute). The \$20 prepaid phone card must allow, on average, a minimum of one (1) U.S. call of 80 minutes (\$.25/minute), or one (1) international call of 28 minutes (\$.71/minute). Price increases other than those created by increases by Federal, State and local taxes, must have prior approval, in writing, by the Department. Prices will be checked periodically to assure compliance with this requirement. Failure to comply with this requirement may result in default.

4.02 MANAGEMENT AND PERSONNEL:

A. PERSONNEL

- 1) Personnel: The Concessionaire shall maintain a full time professional staff during the term of the Agreement of sufficient size, expertise and experience to manage the operations.
- 2) General Manager: Without limiting the generality of Paragraph A of this section, the Concessionaire shall designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the operations. The General Manager shall be available during the hours of 8:00AM and 10:00PM, Monday through Friday. In those cases where the General Manager is scheduled to be absent from the post for a period greater than (48) forty-eight hours, a substitute General Manager must be appointed from the existing staff, and the Department notified in writing.
- 3) Management Responsibilities: In its capacity as the Concessionaire under the Agreement, and not as an agent of the Department, Concessionaire shall manage the Locations in accordance with the Agreement, in furtherance of which Concessionaire shall, among other things, (i) visit each Location daily to monitor compliance with the Agreement; (ii) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the prepaid phone card machines, answer in writing all written customer complaints within ten (10) calendar days after receipt thereof and furnish a copy of the complaint and said answer to the Department within said ten day period; and (iii) promptly furnish the Department with copies of all written notices received by Concessionaire from any governmental authority with respect to the Locations .

B) TRAINING

The Concessionaire shall submit a copy of its employee customer Service Training Program within 30 calendar days of the Effective Date of the Agreement. In addition, the Concessionaire shall annually hereafter establish a training program for its employees and shall submit a summary report of the training areas covered and number of participants in the following areas:

Fluctuations in customer activity
Early morning/late evening activity
Customer service
Greeting customers
Answering questions
Handling complaints
Establishing priorities
Handling emergencies
Product knowledge
Prices
Warranties/guarantees
Conducting and reporting transactions
Attire/appearance standards

C) STAFFING

The Concessionaire shall ensure that passengers are provided the highest level of customer service. Adequate staffing levels must be maintained at all times. Peak passenger activity, the nature of the operation, and customers' needs shall be taken into account in determining these staffing levels.

D) CUSTOMER SERVICE

The Successful Bidder will be required to display on the prepaid phone card vending machine, a company 1-800 phone number, operational 24 hours, seven days a week, to answer questions, resolve complaints, issue refunds and/or provide additional cards. This service is in addition to the 1-800 phone number on the card for the long distance carrier. Answering services and/or answering machines are not permitted in the Lease and Concession Agreement. The Successful Bidder must contract with a current on-site vendor or vendors so as to provide immediate refunds to customer. Locations for refund must be clearly posted on each machine.

ARTICLE 5 – SERVICES

DEPARTMENT SERVICES:

- A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the Terminal Building, not including the concessionaire's Locations. This obligation includes, but is not limited to, structural and system repairs, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the Terminal Building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Locations, at its own expense; provided, however, that for purposes of the Agreement such structural repairs shall not include any repairs to any equipment installed by Concessionaire, and further provided that

Concessionaire shall reimburse Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees or invitees. Concessionaire shall give the Department written notice describing any repair, which is the responsibility of the Department and the repair process shall be commenced by the Department promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder.

All new services, extensions, and/or relocations of existing utilities in order to properly meet the concessionaires operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided by the concessionaire, at the concessionaires expense.

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping.

B. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Locations for the Concessionaire's use or for any other use, and that except as expressly provided in the Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Locations or the prepaid phone card vending machines.

1. Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under the Agreement, including the costs of installing and permitting electrical outlets and equipment needed to operate from the Locations hereunder, that it has done its own projections of the volume of business it expects to generate in operating from the Locations hereunder, that it is relying on its own business judgment concerning its prospects for operating on the Locations under the Agreement on a profitable basis, and that Department has not made any representations or warranties with respect to any such matters.
2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.
3. All statements contained in the Agreement or otherwise made by Department or anyone on its behalf concerning any measurement relating to the Locations or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Concessionaire under or in connection with the Agreement.

4. The Department shall not be liable to Concessionaire for any loss of business or damages sustained by Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the Terminal Building,

ARTICLE 6–EQUIPMENT

- 6.01 EQUIPMENT:** Any equipment installed in the Locations by the Concessionaire must be approved in advance by the Department and comply with the requirements in **Exhibit C**. Any such equipment installed by the Concessionaire as personal property of the Concessionaire, shall, except as provided in Section 6.03(B) “Disposal of Equipment, Furnishings and Fixtures”, be removed from the Locations upon the termination or expiration of the Agreement, in accordance with Sections 6.03 “Disposal of Equipment, Furnishings and Fixtures”, and 16.02 “Removal of Personal Property”.
- 6.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** The Concessionaire will be responsible, at its cost, for ensuring that the Locations and the prepaid phone card vending machines, and all functions it performs therein as part of the Concession, conform in all respects to the requirements of the Americans with Disabilities Act (the “ADA”), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities’ facilities. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity’s ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its operations or its physical facilities to comply with the Department’s ADA obligations with respect to the Concession, as the Department in its sole discretion deems reasonably necessary.
- 6.03 DISPOSAL OF EQUIPMENT:** At least 30 calendar days prior to the expiration of the Agreement, or upon termination or cancellation by mutual agreement or pursuant to Articles 11 “Termination by County” or Article 12 “Claims and Termination by Concessionaire” hereof, the County shall exercise, at its sole discretion, one of the following options as to any equipment installed in the Locations by the Concessionaire:
- (A) Require the Concessionaire to remove such equipment from the Premises; or
 - (B) Retain any portion of the equipment of the Concessionaire (personal property”) provided however, the County shall have no right to use or display any proprietary signs or logos (e.g. brand names owned by, or licensed or franchised to Concessionaire).

ARTICLE 7 – MAINTENANCE AND UTILITIES

- 7.01 CLEANING:** The Concessionaire shall, at its cost and expense, keep the Locations and prepaid phone card machines clean, neat, orderly, sanitary and presentable at all times. If the Locations and/or the prepaid phone card machines are not kept clean in the opinion of

the Department, the Concessionaire will be so advised and shall take immediate corrective action.

- 7.02 **REMOVAL OF TRASH:** The Concessionaire shall at its cost and expense remove from the Locations and properly dispose of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If Concessionaire enters into agreements for the janitorial and trash removal service within the Premises, such service providers must have permits issued by the Department to do business on County property. Trash shall not be stored in any area visible to the public.

The Department reserves the right to back charge the concessionaire for waste disposal, either indirectly through rental rates or directly by a Department generated bill for actual usage.

- 7.03 **MAINTENANCE AND REPAIR:** The Concessionaire shall maintain and repair the Locations. Such maintenance and repairs shall include, but not be limited to, painting wall, painting columns, and repair floors, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all prepaid phone card machines furnished by the Concessionaire specifically as a result of their operation shall remain with the Concessionaire. The Concessionaire shall repair, at or before the end of the term of the Agreement, all injury done by the installation or removal of the prepaid phone card machines and/or any other personal property so as to restore the Locations to the state they were at the commencement of the Agreement, reasonable wear and tear excluded. Department may, at any time without notice, examine the Locations to determine if maintenance is being performed satisfactorily. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire to the satisfaction of the Department within seven (7) days after receipt of such written notice, Department shall have the right to perform such maintenance.

- 7.04 **FAILURE TO MAINTAIN:** Upon failure of the Concessionaire to maintain the Locations as provided in this Article 7, the Department may perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus 25% for administrative costs, shall be billed to and paid by the Concessionaire.

Failure to pay said costs upon billing by the Department will cause the Agreement to be in default as stated in Section 11.02.

ARTICLE 8 – ASSIGNMENT AND OWNERSHIP

- 8.01 **NO ASSIGNMENT:** The Concessionaire shall not assign, transfer, pledge or otherwise encumber the Agreement nor shall the Concessionaire allow others to use the Locations, without the prior written consent of the Department.

- 8.02 OWNERSHIP OF THE CONCESSIONAIRE:** Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of the Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership, change the management, or control of the business entity of the Concessionaire without the prior written consent of the Department.
- 8.03 CHANGE OF CONTROL:** If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of the Agreement for purposes of this Article 8. If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of the Agreement for purposes of this Article 8.

ARTICLE 9 – INDEMNIFICATION

INDEMNIFICATION: The Concessionaire shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the contractor or its employees, agents, servants, partners, or principles. The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Concessionaire expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by Contractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10 – INSURANCE

INSURANCE REQUIRED OF CONCESSIONAIRE: Prior to execution of the Agreement by the County and commencement of the Agreement, the Concessionaire shall obtain all insurance required under this Section and submit it to Miami-Dade Aviation Department, c/o Safety and Insurance Office, P.O. Box 59-2075, Miami, Florida 33159-2075 for approval. All insurance shall be maintained throughout the term of the Agreement.

(A) Public Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$300,000 combined

single limit, per occurrence for bodily injury and property damage. Miami Dade County must be an Additional Insured with respect to this coverage.

- (B) Automobile Liability Insurance** coverage on all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Concessionaire in the Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by Miami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Concessionaire shall furnish certificates of insurance to Miami-Dade Aviation Department, Risk Management, which certificates shall clearly indicate: (1) that the Concessionaire has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to the County; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.

The County reserves the right to require the Concessionaire to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Concessionaire, which notice shall automatically amend this Agreement effective thirty days after such notice.

Compliance with the foregoing requirements shall not relieve the Concessionaire of its liability under any other portion of this Agreement.

ARTICLE 11 – TERMINATION BY COUNTY

- 11.01 TERMINATION FOR ABANDONMENT:** The Agreement shall be automatically terminated in its entirety upon the abandonment by the Concessionaire of the Locations or the voluntary discontinuance of operations at the Airport for any period of time exceeding 24 hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire's use of the Locations for the purposes authorized in Article 2.
- 11.02 PAYMENT DEFAULT:** Failure of the Concessionaire to make MAG payments and, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option, terminate the Agreement after five (5) calendar days notice in writing to the Concessionaire unless the default be cured within the notice period.

11.03 OTHER DEFAULTS: The County shall have the right, upon thirty (30) calendar days written notice to the Concessionaire to terminate the Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within such period:

- (A) Failure of the Concessionaire to comply with covenants of the Agreement other than those that constitute default pursuant to Section 11.02 "Payment Default".
- (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

ARTICLE 12 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

12.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under the Agreement, it will be made in writing within ten (10) days of the occurrence of the event to the Aviation Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Aviation Director (or his designee), who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in Section 18.08 "Notices". The decision of the Aviation Director will be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the County a written appeal addressed to the County Manager. The decision of the County Manager, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) days of the Concessionaire's receipt of such decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of the concession Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Aviation Director or the County Manager shall be cause for termination of the Agreement in accordance with Section 11.03 "Other Defaults". The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

12.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the County to terminate the Agreement, without liability to the County, at any time after the occurrence of one or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than ninety calendar days.
- (B) A breach by the County of any of the material terms, covenants or conditions contained in the Agreement required to be kept by the County and failure of the

County to remedy such breach for a period of ninety calendar days after receipt of written notice from the Concessionaire of the existence of such breach.

- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport Locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's operations for a period of ninety days.

ARTICLE 13 - DISADVANTAGED BUSINESS ENTERPRISES

13.01 CONTRACT MEASURE/DBE REQUIREMENTS: It is the policy of the County that DBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Disadvantaged Business Enterprises (DBE)" means a small business concern (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Subpart F, Code of Federal Regulations. The County has established a DBE overall goal of twenty-one percent (21%) participation for certified DBE's, in connection with this Invitation to Bid. The DBE overall goal of twenty-one percent (21%) can be achieved either through the Concessionaire being a DBE itself, a partnership or joint venture, or subleasing a percentage of gross revenues. The Disadvantaged Business Enterprise (DBE) Plan must be submitted with the Bids in accordance with Appendix C, Section II and its supporting documents. The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting DBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

13.02 DBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING: Concessionaire's may decide to satisfy a part of the DBE goal by Joint Venturing with a DBE. The DBE partner must meet the eligibility standards set forth in 49 CFR Part 23, Subpart F.

A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property,

The joint venture agreement must specify the following:

- (1) Each DBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-DBE JV partner.

- (2) Each DBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.
- (3) Each DBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each Concessionaire must submit, as part of its Bid, a plan for the achievement of the DBE goal, including Schedule of Participation and the Letter of Intent from Certified DBE's as required by Disadvantaged Business Enterprise Participation Plan (DBE).

Without limiting the requirements of the Agreement, the County will have the right to review and approve all sublease agreements utilized for the achievement of these goals. Such sublease agreements must be submitted with the bid.

- 13.03 CERTIFICATION-DISADVANTAGED BUSINESS ENTERPRISE (DBE):** In order to participate as a DBE on this contract, a DBE must be certified by the Miami-Dade County Department of Business Development (DBD) prior to submittal of bid, and have a valid certification from the Department of Business Development (DBD) at the time of Bid submittal.

Application for certification as a DBE may be obtained by contacting the Miami-Dade County Department of Business Development (DBD) located at 175 NW 1st Avenue, Courthouse Center, 28th floor, Miami Florida 33128 or by telephone at (305) 349-5960 or facsimile at (305) 349-5915, or visit their website at www.co.miami-dade.fl.us/DBD/.

The DBE Certification List is maintained and published at least every other week by the Department of Business Development (DBD) and contains the names and addresses of currently certified Disadvantaged Business Enterprise (DBEs) certified by them.

- 13.04 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS:** The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Subpart F, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Concessionaire has defaulted in the requirement to comply with the provisions of this section and fails to

comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any lease and concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent lease and concession agreements.

- 13.05 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN:** The Concessionaire shall contract with those firm(s) as listed on the Concessionaire's DBE Participation Plan in the Bid documents and approved by the Department, and shall hereafter neither (i) terminate such DBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the DBE firm(s) without the prior written authorization of the Department.

The County shall monitor the compliance of the Concessionaire with the requirements of this provision during the term of this agreement. The County shall have access to the records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, contracts between the Concessionaire and the DBE Participant, and other records pertaining to the DBE Participation Plan.

If at any time the County has reason to believe that the Concessionaires are in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Concessionaire demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the County upon the Concessionaire except pursuant to a hearing conducted by the MDAD Compliance Monitor and/or Director.

ARTICLE 14- RULES, REGULATIONS AND PERMITS

- 14.01 RULES AND REGULATIONS:** The Concessionaire shall comply, with the Ordinances of the County including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued hereunder, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, and any County Administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under the Agreement.

- 14.02 VIOLATIONS OF RULES AND REGULATIONS:** The Concessionaire agrees to pay, on behalf of the County any penalty assessment or fine issued against the County, or to defend in the name of the County any claim assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees or invitee, have violated any law, ordinance, regulation or rule described in Section 14.01 "Rules and Regulations" or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of Sections 14.02 "Violations of Rules and Regulations" and 14.01 "Rules and Regulations" shall be included in every contract and other agreements, which the Concessionaire may enter into related to its operations and activities under the Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of the Agreement prohibiting or limiting assignments, subletting or subleasing.
- 14.03 PERMITS AND LICENSES:** The Concessionaire shall obtain, pay for, and maintain on a current basis all permits and licenses as required for its operations hereunder.

ARTICLE 15 – GOVERNING LAWS

- 15.01 GOVERNING LAW; VENUE:** The Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on the Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.
- 15.02 REGISTERED OFFICE/AGENT JURISDICTION:** The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of the Agreement.

ARTICLE 16 – ACTIONS AT TERMINATION

- 16.01 SURRENDER OF LOCATIONS:** On or before the termination date of the Agreement, whether by lapse of time or otherwise the Concessionaire shall vacate, quit and surrender the Locations in as good order and condition as the Locations were upon occupancy, reasonable and normal wear and tear excepted.
- 16.02 REMOVAL OF PERSONAL PROPERTY:** On or before the expiration date of the Agreement, except in instances of termination pursuant to Section 11.01 "Termination for

Abandonment” in which event the Concessionaire shall be allowed up to five (5) calendar days, and provided that the Concessionaire is current in all the payments required pursuant to the Agreement, the Concessionaire shall remove all of its personal property from the Locations hereunder unless the County has exercised its option to acquire same. Any personal property of the Concessionaire not removed in accordance with this Section may be removed by the Department for storage at the cost of the Concessionaire. Failure on the part of the Concessionaire to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

- 16.03 FAILURE TO VACATE:** In the event the Concessionaire shall refuse or fail to give up, vacate, quit and surrender possession of the Locations hereunder, as provided for herein, it shall be liable for any remedies as provided for in Section 83.06, Florida Statutes.
- 16.04 RIGHT TO SHOW LOCATIONS:** At any time after the Concessionaire has been given notice of termination or default, pursuant to Article 11 hereof, the County shall have the right to enter the Locations.

ARTICLE 17 – TRUST AGREEMENT AND BOND RESOLUTION

- 17.01 INCORPORATION OF TRUST AGREEMENT AND MASTER RESOLUTION BY REFERENCE:** Notwithstanding any of the terms, provisions and conditions of the Agreement, it is understood and agreed by the parties hereto that the provisions of the Trust Agreement, dated as of the 1st day of October, 1954, as amended, by and between the County and the Chase Manhattan Bank (now the Chase Manhattan Bank, National Association), as Trustee, and the First National Bank of Miami (now First Union National Bank, N.A.), as Co-Trustee, and Resolution No. 1654-84 the “Master Resolution” adopted by the County on December 4, 1984, securing Miami-Dade Aviation Facilities Revenue Bonds, which Trust Agreement and Master Resolution are incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of the Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement and Master Resolutions may be examined by the Concessionaire at the offices of the Department during normal working hours.
- 17.02 ADJUSTMENT OF TERMS AND CONDITIONS:** If at any time during the term of the Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of the Agreement, including the minimum annual guarantee, rentals, fees and charges required to be paid hereunder to the County by the Concessionaire or by other Concessionaires under other agreements of the County for the lease or use of Locations used for similar purposes, are unjustly discriminatory, the County, shall have the right to modify such terms and conditions and to increase or otherwise adjust the minimum annual guarantee, rentals fees and charges required to be paid under the Agreement in such a manner as the County shall determine is necessary and reasonable so that like

terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly, discriminatory to any user of like Locations and shall not result in any Violation of the Trust Agreement and/or Master Resolution or in any deficiency in revenues necessary to comply, with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of the Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County, pursuant to this provision, the Agreement shall be amended to incorporate such modification of the terms and conditions, upon the issuance of written notice from the Department to the Concessionaire.

- 17.03 CONCESSIONAIRE'S RIGHT TO TERMINATE:** In the event the terms and conditions of the Agreement, including the minimum annual guarantee, fees and charges payable hereunder, have been substantially modified pursuant to Section 17.02 "Adjustment of Terms and Conditions" above, the Concessionaire, at any time within one year following the effective date of such modification, may terminate the Agreement by giving not less than 180 days written notice to the County, without liability by either party to the other.

ARTICLE 18 – OTHER PROVISIONS

- 18.01 PAYMENT OF TAXES:** The Concessionaire shall pay all taxes lawfully assessed against its interests in the Locations and its operations hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under the Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute default, pursuant to Section 11.03 "Other Defaults" hereof.
- 18.02 ALTERATIONS BY CONCESSIONAIRE:** The Concessionaire shall not alter or modify the Locations, without first obtaining written approval from the Department.
- 18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in the Agreement rights are reserved to the County, such rights may be exercised by the Department.
- 18.04 ADMINISTRATIVE MODIFICATIONS:** It is understood and agreed to, that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to the Agreement, provided however that such revisions shall not have a materially adverse effect on the right of Concessionaire to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the Premises of the County. Flexibility to administratively modify the Agreement and exhibits will enable the Department to efficiently, manage and effectively administer the transition period phase of the Master Plan. Administrative modifications made by the Department should lead towards the achievement of the goals and objectives of the

program and must not deter progress or deviate from accomplishing the same in a consistent and reasonable manner.

18.05 SECURITY: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations leased herein. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of said Locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the County.

18.06 RIGHTS OF COUNTY AT AIRPORT: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County its employees, or agents.

18.07 FEDERAL SUBORDINATION: The Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of the Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of the Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

18.08 NOTICES: Any notices given under the provisions of the Agreement shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
Post Office Box 592075
Miami, Florida 33159

To the Concessionaire:

WTN/Blackstar/CKOR Vending, Joint Venture
C/O WTN Inc.
87-14 116th Street
Richmond Hill, NY 11418

- 18.09 SEVERABILITY:** If any provisions of the Agreement or the application thereof to either party to the Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end, the provisions of the Agreement shall be severable.
- 18.10 RIGHTS RESERVED TO COUNTY:** All rights not specifically granted the Concessionaire by the Agreement are reserved to the County.
- 18.11 LIEN:** The County shall have a lien upon all personal property of the Concessionaire in the Locations to secure the payment to the County of any unpaid monies accruing to the County under the terms of the Agreement.
- 18.12 AUTHORIZED USES ONLY:** The Concessionaire shall not use or permit the use of the Locations or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Concessionaire under the Agreement.
- 18.13 NO WAIVER:** There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of the Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of the Agreement with performance hereof by the Concessionaire.
- 18.14 RIGHT TO REGULATE:** Nothing in the Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Concessionaire or its operations.
- 18.15 INSPECTIONS:** The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Locations at all reasonable times for the purposes of inspection to determine compliance with the provisions of the Agreement. The right of inspection shall impose no duty on the County to inspect and shall impart no liability on the County should it not make such inspections.
- 18.16 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with the Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to the Agreement, for inspection and copying. The County will be responsible for the payment

of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for the Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Concessionaire in connection with the Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Concessionaire or third party.

- 18.17 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW:** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued, shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

- 18.18 RADON DISCLOSURE:** In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: "Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

18.19 TRADEMARKS AND LICENSES: The County may from time to time, require the Concessionaire, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County, in the performance of the Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of the Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by, the Concessionaire and the Department, on behalf of the County granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property, and the Department reserves the right to require payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.

18.20 DESTRUCTION OF LOCATIONS: In the event the Locations shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty during the life of the Agreement, the Locations or any portion thereof are rendered untenable, the County shall have the right, but not the obligation, to render said Locations or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

- (A) Total Destruction: If the Locations are destroyed or damaged in their entirety, the Concessionaire shall be so notified in writing by the Department, and the Agreement shall be deemed terminated as of the date of the casualty, with the Concessionaire being liable only for payment of rentals on a prorata basis as to whatever portion of the Locations which were tenantable and used by the Concessionaire following the casualty. In such event the Department shall endeavor to find adequate replacement Locations for the Concessionaire in existing facilities on the Airport.
- (B) If the damaged portion of the Locations is not rendered tenantable by the County within a reasonable period of time, and the Concessionaire shall determine that: 1) the loss of the damaged portion of the Locations shall have a materially adverse impact on the ability of the Concessionaire to utilize the Locations for the purposes described in Article 2; or 2) would require the Concessionaire to obtain other space off the Locations in order to substantially conduct the operations of the Concessionaire originally conducted within the Premises, then, in either such event, upon written notice to the County, the Concessionaire may cancel the Agreement as of a date which shall be not later than one year from the giving of such notice, if the repairs are not completed within 90 days following such written notice of intent to cancel, or if the repairs cannot be reasonably completed within such 90-day period the County has not commenced repairs within such time. In the event of cancellation, the rent for the untenable portion of the Locations shall be paid only to the date of such fire, windstorm, flood, or other casualty. If the agreement is not cancelled following any such casualty the rent shall be abated as to the portion of the Locations rendered untenable.

The remedies provided to Concessionaire in this Section 19.21 "Destruction of

Premises” are exclusive, and Concessionaire shall be entitled to no other remedies in the event of a complete or partial destruction of or damage to the Premises.

- 18.21 HEADINGS:** The headings of the various Articles and Sections of the Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Agreement or any part or parts of the Agreement.
- 18.22 BINDING EFFECT:** The terms, conditions and covenants of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

ARTICLE 19 - WAIVER OF CLAIMS

Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Locations available to Concessionaire or by reason of any defects or deficiencies in the Locations or in the Terminal Building including any defect or deficiency in the Locations or in the Terminal Building which substantially impedes Concessionaire’s ability to operate its Concession at the Locations or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 20 - REQUIRED GENERAL AND MISCELLANEOUS PROVISIONS

- 20.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY:** The Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the

United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

20.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors requires modifications or changes in the Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required, as follows:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Locations or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under the Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.
2. Concessionaire will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate the Agreement and to reenter and repossess the Locations and the improvements thereto, and hold the same as if the Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
4. Concessionaire assures Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures Department that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Department.
5. Concessionaire further assures Department that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Concessionaire also assures Department that it will require its contractors and Sub Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts and sub leases at all tiers which are entered into in connection with Concessionaire's operations at the Premises.
6.
 - a) The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.
 - b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
7. Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the

Airport, and Concessionaire agrees that it will adopt such requirements as part of the Agreement.

- 20.03 RIGHT TO MODIFY:** The parties hereto covenant and agree that, during the term hereof, the Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission rulings or opinions. This section shall not preclude Concessionaire from contesting said rulings or opinions, but Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in the Agreement, the Agreement may not be modified except by a written instrument signed by both parties.
- 20.04 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS:** Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Department's capital expansion projects to be planned and constructed by Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Concessionaire and delivery to Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.
- 20.05 REMEDIES:** All remedies provided in the Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.
- 20.06 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST:** Concessionaire represents and warrants to Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term hereof.
- 20.07 REGULATIONS OF DEPARTMENT:** The rights and privileges granted to Concessionaire hereunder and the occupancy and use by Concessionaire of the Locations shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.
- 20.08 INTEREST:** Any sums payable to Department by Concessionaire under any provisions of the Agreement which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

20.09 REQUIRED DISCLOSURE AFFIDAVITS WITH APPLICABLE ORDINANCES AND RESOLUTIONS:

A. Disclosure of Employment

Pursuant to County Ordinance No. 90-133, as amended the Concessionaire shall disclose the composition of the workforce, wages and benefits to be paid and existence of collective bargaining agreement.

B. Disclosure of Ownership

Pursuant to County Ordinance No. 88-121, as amended the Concessionaire shall disclose the full legal name and business address of any individual (other than subcontractors, material, suppliers, laborers, or lenders) that have, or will have any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the County. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

C. Drug Free Work Place Certification

No person or entity shall be awarded or receive a County contract for public improvements unless such person or entity make it a condition of award that it will provide a drug free workplace and comply with Section 2-8.1.2 of the Code of Miami-Dade County, as amended by County Ordinance No. 00-30. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

D. Family Leave

Pursuant to County Resolution No. R-183-00 amending Resolution No. R- 1499-91, Concessionaire shall, as a condition of award, provide written certification that the firm provides family leaves to their employees as required by the County Family Leave Ordinance. Concessionaires who fail to provide the required certification shall preclude the Concessionaire from receiving the contract. Any violation of this ordinance may result in debarment.

E. Prohibiting of Discrimination on The Basis of Disability

Pursuant to Resolution No. R-182-00, amending Resolution No. R-385-95, Concessionaires shall, as a condition of award provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, and the Fair Housing Act as amended and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void.

If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

F. Delinquent and Currently Due Fees or Taxes

In accordance with Ordinance No. 00-30, it shall be a condition of award that the successful respondent shall verify that all delinquent and currently due fees or taxes – including but not limited to, real and property taxes, utility taxes and occupational licenses – collected in the normal course by the Miami-Dade County Tax Collector, as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the successful respondent, have been paid. Failure to comply with this policy may result in debarment.

G. Conflict of Interest and Code of Ethics

Pursuant to Ordinance 00-1, as amended, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest with Miami-Dade County or any person or agency acting for Miami-Dade County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust ("the Ethic Commission") prior to submittal of a bid, response, or application of any type to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy

of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

Prohibition on transacting business within the County: "No person included in the terms defined in subsection (b)(1) through (6) and in subsection 9(b)(9) shall enter into any contract or transact any business in which he or a member of his immediate family has a financial interest direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract agreement or business engagement entered in violation of subsection C of section 1 of the Ordinance shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position."

H. Criminal Conviction

Pursuant to Miami-Dade County Ordinance No. 00-30 which amended Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten (10) years, and any corporation, partnership, joint venture, or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of qualification statement submission by submitting the appropriate Affidavit. Failure to disclose such conviction may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information."

I. Debarment Proceeding

In accordance with Ordinance No. 00-18 which amended Ordinance No. 93-129 is applicable to any provider of goods or services to the County who have a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgments, shown a lack of honesty and integrity.

The Concessionaire shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Concessionaire's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a bid.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Concessionaire to affirm, under oath, that neither the Concessionaires, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the bid.

Any Concessionaire who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129 shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Also, in accordance with Ordinance No. 00-18, for the purposes of this ordinance, the term's "vendor" and "consultant" have the same meaning as "contractor." "Subconsultant" has the same meaning as "subcontractor."

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137, which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts, which such entity has with the County.

J. Public Entity Crimes Sworn Statement

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a bid solicitation to provide goods and/or services to a public entity, may not submit a bid on a bid solicitation with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a bid solicitation with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

K. Code of Business Ethics

In accordance with Resolution No. 994-99, as amended, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and submit that Code to the County Manager or his or her designee prior to execution of any contract between the contractor and the County. The Code of Business Ethics shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations including among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

If the Respondent firm's code varies in any way, the Respondent must identify the difference(s) on a separate document, and attach it to the required performance sheet. Each entity, which does business with Miami-Dade County, is required, as a condition of doing business with the County, to adopt a Code of Business Ethics.

L. Individuals and Entities Doing Business with the County not Current in their Obligations to the County

Pursuant to Ordinance No. 99-162 and Section 2-8.1 of the County Code, no individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentality's, including the Public Health Trust (herein referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code, shall be allowed to receive any additional County contracts, purchase orders or extensions of County contracts until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County

- M. Public Entity Crimes Act: Section 287.133 (2) (a), Florida Statutes, provides that: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant under a contract with any public entity, and may not transact business with any public entity in excess of Ten Thousand Dollars (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. False Claims

The Concessionaire shall be subject to the provisions of County Ordinance 99-152, which refers to the filing of false claims against the County.

O Domestic Leave

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and /or the firm being debarred.

20.10 AIRFIELD OPERATIONS AREA (AOA) SECURITY

20.10.01 Concessionaire acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and MDAD as set forth from time to time

relating to Concessionaire's use of the Miami International Airport. Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for the protection of jobsite, or equipment and property and access to the AOA through the jobsite shall be the sole responsibility of the Concessionaire and shall involve no additional cost to the Owner. All such security measures by the Concessionaire shall be in accordance with FAR 107 and the Airport Security Plan.

20.10.02 In order to maintain high levels of security at Miami International Airport (MIA), MDAD authorized identification badges will be issued to all Concessionaire employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint based criminal background investigation.

20.10.03 The Concessionaire shall be responsible for requesting MDAD to issue identification badges to all employees who Concessionaire requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Concessionaire or upon final acceptance of the work or termination of this Contract. Concessionaire will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and ID issuance.

20.10.04 All employees of the Concessionaire and its Subconsultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Concessionaire. The Security and Safety Division of MDAD shall provide the identification badges to the Concessionaire. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

20.10.05 Ramp Permits will be issued to the Concessionaire authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles of the Subconsultants) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

20.10.06 Before the Concessionaire shall permit any employee with pictured I.D. to operate a motor vehicle on the AOA without MDAD escort, the Concessionaire shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

20.10.07 The Concessionaire agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent or employee of the Concessionaire or Subconsultant from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD or the FAA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Concessionaire acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the Airport and to maximize compliance with MDAD or FAA access control policies and procedures.

20.10.08 The Concessionaire understands and agrees that vehicles shall not be parked on the AOA or other areas of the airport property not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

20.10.09 The Concessionaire understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Concessionaire in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Concessionaire.

20.10.10 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirement of MDAD or of the FAA.

20.10.11 The Concessionaire shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

20.10.12 Concessionaire agrees that it will include in all agreements with its MIA Subconsultants an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Concessionaire agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the FAA upon Concessionaire's Subconsultants and their individual employees for a violation of applicable security provisions, Concessionaire shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

20.11 MISCELLANEOUS PROVISIONS: Concessionaire and its employees shall promptly observe and comply with applicable provisions of all federal, state, and local statutes, ordinances, regulations and rules which govern or apply to Concessionaire or to its operations hereunder.

1. Concessionaire shall, at its own cost and expense, procure and keep in force during the Term of the Agreement, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for Concessionaire to operate from the Locations granted hereunder and shall pay all taxes, (including sales and use taxes), assessments (including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on Concessionaire's property, on its operations, on its gross revenues, on its income, on the Agreement and the fees payable to Department hereunder, on the rights and privileges granted to Concessionaire herein, on the Locations and on any and all equipment installed on the Premises, and Concessionaire shall make and file all applications, reports, and returns required in connection therewith.
2. Concessionaire shall, at its own cost, ensure that its equipment and the functions it performs hereunder comply with the requirements of the Americans with Disabilities Act ("ADA"), P.L. 101-336, 104 Stat. 327 (1990), as it may be amended from time to time. In particular, without limitation, Concessionaire shall, at its own cost, improve or modify the Locations to comply with the accessibility guidelines promulgated pursuant to the ADA. Concessionaire shall also, at its own cost, modify its operations as may be required by the Department to enable the Department to meet its ADA obligations with respect to Concessionaire's operations. Any such modification shall be performed to the satisfaction of the Department. In the event Concessionaire shall fail to improve the Locations as required by the Department, the Department shall

have the right to enter into the Locations and perform such modification on Concessionaire's behalf, without liability for any disruption to Concessionaire's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be deemed additional feed due hereunder and shall be promptly paid by Concessionaire to the Department.

3. Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Department, any damage caused by Concessionaire or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.
4. Concessionaire is not authorized to act as Department's agent hereunder and shall have no authority, express or implied, to act for or bind Department hereunder and nothing contained in the Agreement shall be deemed or construed by Department or Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of the Agreement shall be deemed to make Department the joint employer of any employee of Concessionaire.
5. Department, through its designated agents, shall have the right during Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations and the property of Concessionaire located thereon, in order to enforce the Agreement, to enforce applicable laws and regulations, and to protect persons and property.
6. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of the Agreement.
7. Time is expressed to be the essence of the Agreement.
8. The Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
9. If any covenant, condition or provision of the Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
10. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the Department, or if a determination or judgment is to be made by the Department or the Department, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the Department.

20.12 ENTIRE AGREEMENT: The Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral

agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to Department in the Eligibility and Bid Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Concession.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their appropriate officials as of the date first above written.

(A) CORPORATE JOINT VENTURER

(B) CORPORATE JOINT VENTURER

(Corporate Name)

(Corporate Name)

By: _____
(Signature)

(Signature)

(Type Name and Title)

(Type Name and Title)

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Secretary

Attest: _____
Secretary

(C) CORPORATE JOINT VENTURER

NAME OF MANAGING PARTNER OF
JOINT VENTURER

(Corporate Name)

By: _____
Signature of Authorized Representative

By: _____
(Signature)

(Type Name and Title)

(CORPORATE SEAL)

Attest: _____
Secretary

ATTEST:

HARVEY RUVIN, CLERK

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
County Manager

Resolution No.: _____

Date: _____

Prepaid Phone Card Locations

Exhibit A

MIAMI INTERNATIONAL AIRPORT PREPAID PHONE CARD LOCATION LIST

EXHIBIT A

Site #	ID #	Location
1	6A1900	Concourse A - First Level
2	6B1900	Concourse B - First Level
3	6B1903	Concourse B - First Level
4	6C1901	Concourse C - First Level
5	6C1912	Concourse C - First Level
6	6D1901	Concourse D - First Level
7	6E1910	Concourse E - First Level
8	6E1911	Concourse E - First Level
9	6E1912	Concourse E - First Level
10	6G1904	Concourse G - First Level
11	6H1905	Concourse H - First Level
12	6A2920	Terminal A - Second Level
13	6A2901	Concourse A - Second Level
14	6A2907	Concourse A - Second Level
15	6B2916	Terminal B - Second Level
16	6B2909	Terminal B - Second Level
17	6B2944	Concourse B - Second Level
18	6C2906	Terminal C - Second Level
19	6C2912	Terminal C - Second Level
20	6C2921	Terminal C - Second Level
21	6C2953	Concourse C - Second Level
22	6D2921	Terminal D - Second Level
23	6D2925	Concourse D - Second Level
24	6D2931	Concourse D - Second Level
25	6E2947	Concourse E - Second Level
26	6E2943	Concourse E - Second Level
27	6F2911	Terminal F - Second Level
28	6F2928	Concourse F - Second Level
29	6F2931	Concourse F - Second Level
30	6G2919	Terminal G - Second Level
31	6G2914	Terminal G - Second Level
32	6G2926	Concourse G - Second Level
33	6H2910	Terminal H - Second Level
34	6A3900	Concourse A - Third Level
35	6D3901	Terminal D - Third Level
36	6S3904	Satellite E - Third Floor
37	6S3901	Satellite - Third Floor

Exhibit B

**Miami Dade Aviation Department
Prepaid Phone Card Vending Machines
Two Years Sales History**

	FY 00-01	FY 99 - 00
Month	Sales	Sales
October	\$265,094	\$282,781
November	249,613	258,287
December	288,292	286,250
January	283,673	276,951
February	209,256	229,133
March	263,961	274,400
April	207,688	237,767
May	214,255	239,077
June	259,129	264,675
July	235,618	275,666
August	266,533	283,600
September	205,823	254,048
TOTAL	\$2,948,935	\$3,162,635

The sales history compilation is based on approximately 84 devices; the Invitation to Bid authorizes only 37 devices.

**MINIMUM FEATURES AND STANDARDS
FOR
PREPAID PHONE CARD VENDING MACHINE**

1. Machine design must meet all codes, and other rules and regulations by County, State or Federal Government.
2. Any sign design must be approved by the Department. Moving or flashing signs are strictly prohibited.
3. A protective covering for the floor finish at each location must be provided as part of the design, if deemed necessary by the Department
4. Nothing can be affixed to the Terminal Building except by means of electrical plugs, unless approved by the Department.
5. Machine design, size, finishes and colors shall be subject to the approval of the Department.
6. No other equipment or fixtures may be set up in conjunction with the Machine operation except for a trash receptacle.
7. Electrical cords must be covered and not create a tripping hazard or other safety hazard.
8. The Pre-paid vending machines will be designated as free standing by location.
9. Sales Tracking: Standard reset and non-reset counters to track interval total sales, number of cards vended, inventory control and denominations of bills accepted. Provide sales information electronic printed copy.
10. Physical Features: Required specifications are as follows:
Free Standing – Slim Model with Pedestal
Width 24"
Height 60"
Depth 17"

Standard Features
Jam proof dispensing system
Accepts \$10 & \$20 U.S. bills only
14 gauge cabinet and door, painted white
High security hardened stainless steel lock with triple point locking mechanism.
Scratch and resistant plexi graphics protector
11. The Operator may be required, at its own expense, adequate protective devices against burglary or vandalism for the protection of its equipment. Subject to prior Department approval.

EXHIBIT D
PREPAID PHONE CARD VENDING MACHINES
STANDARDS OF OPERATION

Phone card vending machines will be operational 24 hours daily, 365 days a year.

The Department will require to affix a MDAD Decal to each authorized vending devices.

Phone card vending machines will be refilled and maintained so as to always be in service.

Phone card vending machines will display, on the front and/or sides of each machine, a conversion table indicating the amount of minutes each U.S. dollar will buy for most frequently dialed countries from the State of Florida and Miami International Airport, in particular.

Phone card vending machines shall be clearly marked, in English and Spanish, within 6 inches, above and/or below the dollar bill acceptor, "EXACT AMOUNT ONLY", "MAQUINA NO DA CAMBIO" or any variation thereof.

Phone card vending machines shall be programmed not to accept denominations larger than a \$20 US dollar bill.

Phone card vending machines shall be programmed to dispense \$10 and \$20 US, phone cards only.

Prepaid phone cards must be usable from any touch tone phone.

Prepaid phone cards must provide multilingual instructions in English, Spanish, Portuguese, French, Italian and German on each card sold. The Department reserves the right, if it deems it necessary, to add other languages.

Prepaid phone cards must provide, on the back, instructions in English, on how to access the cards long distance carrier customer service. Access should be attained via a 1-800 phone number or by pressing "#", "*" or any combination of symbols. The long distance carrier customer service must provide multilingual information, as stated above, and must be able to answer questions, resolve complaints, and issue refunds. They must be available 24 hours, 365 days a year, without charge.

The interchange network and platform supporting the prepaid phone cards shall be accessible by the card user 24 hours, 365 days a year.

Phone card vending machines shall display on the front and on each side of the machine the Concessionaire's 1-800 Customer Service number, only. The 1-800 number must be staffed and available 24 hours, 365 days a year, without charge. Customer service must include answering questions, resolve complaints and issue refunds and/or additional cards. Answering services or answering machines are not permitted.

Exhibit E

MONTHLY REPORT OF GROSS REVENUES

MONTH OF: _____ YEAR 20_____
(Due on the 10th day of the following month)

To: Miami-Dade Aviation Department
P.O. Box 592616
Miami, Florida 33159-2616
Attn: Finance Division

From: Company Name
Address
City, State Zip Code
Lease No.:

	Gross Revenues	% Fee Rate	Total % Fee
Loc# _____ Machine ID# _____	_____	_____	_____
Loc# _____ Machine ID# _____	_____	_____	_____
Loc# _____ Machine ID# _____	_____	_____	_____
Loc# _____ Machine ID# _____	_____	_____	_____
Loc# _____ Machine ID# _____	_____	_____	_____
Loc# _____ Machine ID# _____	_____	_____	_____
Total All Machines	=====		_____
Less: Monthly Rent			_____
Less: Monthly Minimum Guarantee			_____
% Fee Due in Excess of Monthly Rent and Minimum Guarantee			=====

Payment included in Check No.: _____ Amount Paid: _____ Dated: _____

I hereby certify that the above statement is true and correct

Signature

Title

Date

* The Department reserves the right to modify this form at any time.

**APPENDIX A
WTN/BLACKSTAR/CKOR
VENDING
PROPOSAL SUBMITTAL**

APPENDIX A

APPENDIX A

MINIMUM QUALIFICATIONS AND QUESTIONNAIRE FORM (MQQF)

(To be filled out by bidder)

All information requested in this Bidder Minimum Qualification and Questionnaire **MUST** be furnished by bidder, and **MUST** be submitted. All information requested in the Subtenant Qualification Questionnaire also **MUST** be furnished by each prospective Subtenant of the bidder, and **MUST** be submitted. Statements must be complete and accurate and in the form requested, and **MUST** be signed before a notary public. Omission, inaccuracy or misstatement may be cause for rejection.

- 1) Name and address of bidder exactly as it is to appear in the Agreement:

WTN/Blackstar/CKOR Vending
Joint Venture
C/O WTN Inc.
87-14 116th Street,
Richmond Hill, NY 11418

- 2) Official contact or representative of bidder for purpose of this Bid:

Name Edward J. Meegan

Title President

44 Cocoanut Row
 Address Palm Beach, FL 33480

Phone # 561-835-1142 Fax # 561-835-1719

Email address W8714@aol.com

- 3) Bidder, if selected, intends to carry on the business as:

☐ individual ☐ Partnership ☒ Joint Venture

☐ Corporation ☐ Other ☐ If "Other" attach explanation

☐ If "Corporation", is bidder a subsidiary? Yes _____ No _____

If yes, Name and Address of parent corporation

4) **If a Partnership**, answer the following:

- a. Name, address, and share of each partner or member of Partnership:

Name	Address	Share
<u>Non Applicable</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

b. Date of Organization

c. General or Limited Partnership (If applicable)

d. Where Recorded

County	State	Date
<u></u>	<u></u>	<u></u>

e. Registered in Florida If so, when

f. Attach copy of (1) Partnership Agreement and (2) Certificate evidencing compliance with the Florida Fictitious Name Statute, if applicable.

5) **If a Corporation**, answer the following:

a. When incorporated Non Applicable

b. In what state

c. If foreign, date of registration with Florida Secretary of State

d. Name, address, experience in the business and amount of stock held by the following officers:

President:

Vice President:

Secretary:

Treasurer:

Other:

- e. Name, address and shares of stock held by each Member of the Board of Directors:

Chairman _____

Member _____

Member _____

Member _____

Member _____

Name, address and shares of stock held by other principal Stockholders:
(A Principal Stockholder is defined as a stockholder who holds 10% or more of the outstanding stock of the corporation).

Total capitalization \$ _____.

Amount of capital stock subscribed \$ _____.

Amount paid in \$ _____.

- f. Attach copy of corporate charter, (2) current certificate of corporate "Good standing" issued by the Florida Secretary of State, (3) proof of registration with Florida Secretary of State, and (4) certificate evidencing compliance with the Florida Fictitious Name Statute, if applicable.
- g. Name and address of Florida Registered Office/Agent, pursuant to Article 16.03 of the Concession Agreement.

6) **If Joint Venture**, complete the following:

- (A) The Joint Venture Bidder WTN/Blackstar/CKOR Vending,
Consists of the following entities: Joint Venture

- (1) WTN, Inc., a New York corporation,
(Corporate Name) (State of Incorporation)
authorized to do business in the State of Florida. The officers of the joint venture are:

President: Edward J. Meegan

Vice President: Iris M. Wilson

Secretary: Iris M. Wilson

Treasurer: Edward J. Meegan

(2) Blackstar LLC, a Florida Limited Liability Company,
 (Corporate Name) (State of Incorporation)
 authorized to do business in the State of Florida. The officers of the
 joint venturer:

President: John E. Oxendine

Vice President: Rekha Henderson

Secretary: John E. Oxendine

Treasurer: Rekha Henderson

(2a) See Attached

(3) _____
 (Sole Proprietor of partner)

(4) _____
 (Sole Proprietor of partner)

(B) The Managing or the General Partner of the Joint Venture, or other
 appropriate person legally authorized to bind the Joint Venture is:

Edward J. Meegan, who is the President
 (Name) (Title)

WTN, Inc., of WTN/Blackstar/CKOR
 (Name of joint venturer) Vending Joint Venture

The Joint Venture, of whatever composition, must attach a copy of the Joint
 Venture Agreement.

See Attachment A

Each corporate member of the Joint Venture must attach: (1) a copy of its
 corporate charter; (2) a current certificate of corporate "Good Standing"
 issued by the Florida Secretary of State; (3) a complete list of officers and
 directors; and (4) certificate evidencing compliance with the Florida
 Fictitious Name Statutes, if applicable.

See Attachment B

If the joint venture utilizes a business name other than the names of the
 members of the joint venture, it must attach proof of registration under
 the Florida Fictitious Name Act, Section 865.09, Florida Statutes.

7) Give names and addresses of at least three non-affiliated references for
 operational and financial performance (reference letters may be submitted).

Seven Eleven Hawaii, Inc., 1208 Artesian St., Honolulu, HI 96826

Piccolo Gift Shop, Inc., 2290 West County Line Rd., Jackson, NJ 08527

Terminal Rexall Pharmacy, Concourse F, MIA, Miami, FL 33299

**Attachment C includes
 suppliers references**

(2a) CKOR Vending, a Florida Limited Liability Company,
(Corporate Name) (State of Incorporation)
authorized to do business in the State of Florida. The officers of the
joint venturer:

Managing Member: Christopher G. Korge

two years before the time of such filing, or any corporation or business association in which he or she was an executive officer at or within two years before the time of such filing;

No

- (b) such person was convicted in a criminal proceeding or is named subject of a pending criminal proceeding (excluding traffic violations or other minor violations):

No

- (c) such person was a subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently or temporarily enjoining such person from, engaging in any type of business practice, or otherwise eliminating a type of business practice; and

No

- (d) such person has been the subject of any criminal or civil proceeding pertaining to concessions operations at any airport, or pertaining to any aspect of the aviation industry; if so, please fully explain.

No

- (4) Please state whether the bidder any Principal of bidder, and family, member of any Principal, or any person or entity which with such person has a business relationship, has or had within the last fifteen (15) years (i) directly or indirectly a business relationship with the Miami-Dade County (including Airport), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Airport) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe any such relationship.

Attachment G

- (5) Please state whether bidder, any Principal of bidder or any of their family members has or had within the last fifteen (15) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.

No business relationship

- 11) The County needs to have litigation information regarding any lawsuits by or against Miami-Dade County or any of its departments or agencies. In addition, please advise of any civil or criminal litigation including but not limited to any claims, fines, proceedings, arbitration, lawsuits, actions, charges, indictments, prosecution and/or incident reports arising out of the business or relating to prepaid phone card vending machine operations. The County also needs to be advised whether any internal attorney, external attorney, or external auditor has stated that any litigation involving the business entity desiring to bid on this Invitation to Bid, no matter where that litigation may be pending, will have a material adverse effect on the entity's financial statements. Finally, the County needs to have information on any lawsuit involving the termination of prepaid

- 8) Give names and address of at least three bank references (reference letters may be submitted).

WTN, Inc. - Chase Manhattan Bank, 111-18 Liberty Avenue, Richmond Hill, NY 11419, Ray Ally 718-322-2800

WTN, Inc. - TotalBank, 777 NW 72 Ave., Miami, FL 33126, Joe Pardo 305-264-8003

Blackstar LLC. Citibank, FSB, 998 S. Federal Hwy., Boca Raton, FL 33432, Allison Smith 561-347-3233

- 9) State number of persons employed by you who are engaged in your retail business.

Four

- 10) If bidder is an individual, attach personal financial statement (net worth); if bidder is a company, attach company's financial statement, audited by an independent public accountant. List any and all businesses which involve sales in which you have a financial interest; the nature of your interest (sole owner, general partner, limited partner, corporate shareholder, etc); your share of each business in percentages; and the gross sales of each business for each of the past five years. Shares of corporations in which the bidder's holdings represent less than 1% of outstanding shares and in which the bidder has no management interest need not be declared here.

See Attachment D

FAILURE TO MAKE FULL DISCLOSURE AS REQUIRED ABOVE MAY RESULT IN DISQUALIFICATION OF BID OR, IF DISCOVERED AFTER AWARD, IN TERMINATION OF LEASE.

- (1) Please provide the names and addresses of each of bidder's officers, directors, shareholders, affiliates (as defined below), or other persons expected to make significant contributions to the business of bidder (collectively referred to as "Principal" or Principals"). Describe accurately and completely their respective relationships with bidder, including (without limitation) their ownership interests and their anticipated role in the management and operations of bidder.

Attachment E

- (2) Please describe the general development of bidder's business during the past ten (10) years, or such shorter period of time that bidder has been in business. If bidder has been in business for a shorter period of time, please provide similar information regarding the Principals of bidder.

Attachment F

- (3) Please state whether any of the following events have occurred in the last fifteen (15) years with respect to bidder or any Principal of bidder. If any answer is yes, fully explain:

- (a) a petition under the federal bankruptcy laws or state insolvency laws was filled by or against, or a receiver, fiscal agent or similar officer was appointed by a court for, the business or property of such person, or any partnership in which he or she was a general partner at or within

phone card vending machine concession agreements with a business entity or its corporate parent of affiliated companies.

None

If so, give details: (Use extra sheets if needed)

Non Applicable

12) The Proposer represents that it (is/is not) owned or controlled by a parent company. For this purpose, a parent-company is defined as one which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority (more than fifty percent (50%)) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basis business policy decisions of the Proposer, such other company is considered the parent of the Proposer. This control may be exercised through the use of dominant minority voting rights, use or proxy voting, contractual arrangements or otherwise.

13) The Bidder understands that the information contained in this Qualifications Form and Exhibits is to be relied upon by the County in its considerations for awarding the Concession Agreement and such information is expressly warranted by the Bidder to be true and correct. The undersigned Bidder agrees to furnish upon request any additional information, prior to award of the Concession Agreement, as may be required by the County under the Bid Documents.

The Bidder understands that the County has the right to verify the information submitted and to seek any additional information relating to the qualifications of the Bidder. The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Bidder to perform under the Concession Agreement, shall be cause for the County to reject the Bid of the Bidder and, if discovered after the award of the Concession Agreement, to cancel the Concession Agreement without liability by the County to Concessionaire.

In executing this Bid, the Bidder certifies its understanding that Dade County reserves the right to reject any or all Bidders, to wave irregularities, and to readvertise.

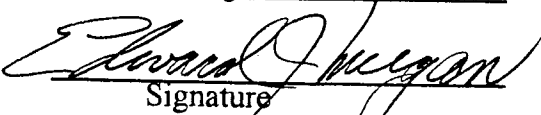
14) The undersigned hereby vouch for the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary statements hereto attached. (Individual, co-partner, joint venturer, authorized officer of a corporation).

For purposes of this questionnaire "affiliate" means any person or entity which directly or indirectly or is controlled by, or is under common control with, a person. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

BIDDER


(If individual, partnership, or joint venture):

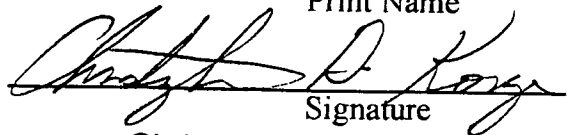
Name: WTN/Blackstar/CKOR
Vending Joint Venture

By: 
Signature
Edward J. Meegan
Print Name

Title: President of WTN, Inc. and as
managing partner of Joint Venture

Witnesses to above signature:


Signature
John E. Oxendine
Print Name


Signature
Christopher G. Korge
Print Name

BIDDER (If Corporation):

Name: _____

By: _____
President

Print Name

Attest: _____
Secretary

Print Name


(CORP. SEAL)

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

BIDDER

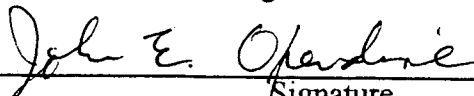
(If individual, partnership, or joint venture):

Name: WTN/Blackstar/CKOR
Vending Joint Venture

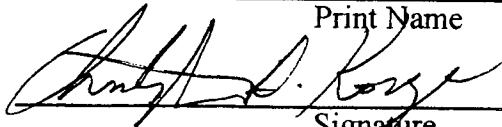
By: 
Signature
Edward J. Meegan
Print Name

Title: President of WTN, Inc. and as
managing partner of Joint Venture

Witnesses to above signature:


Signature

John E. Oxendine
Print Name


Signature

Christopher G. Korge
Print Name

BIDDER (If Corporation):

Name: _____

By: _____
President

Print Name

Attest: _____
Secretary

Print Name


(CORP. SEAL)

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

BIDDER

(If individual, partnership, or joint venture):

Name: WTN/Blackstar/CKOR
Vending Joint Venture

By: 
Signature

Edward J. Meegan
Print Name

Title: President of WTN, Inc. and as
managing partner of Joint Venture

Witnesses to above signature:


Signature

John E. Oxendine
Print Name


Signature

Christopher G. Korge
Print Name

BIDDER (If Corporation):

Name: _____

By: _____
President

Print Name

Attest: _____
Secretary

Print Name

(CORP. SEAL)

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

**MIAMI INTERNATIONAL AIRPORT
PREPAID PHONE CARD VENDING MACHINE SERVICES
MINIMUM QUALIFICATION AND QUESTIONNAIRE FORM**

Contact Name, Title And Phone Number, for Reference Verification	Describe Type and Number of Years Experience, e.g.: OW=Ownership ____ Years M=Management ____ Years O=Operational ____ Years	Type of Business Arrangement: Sub-Tenant, Tenant, Joint Venture	Store Location Address, City, State	A = Airport M = Mall O = Other (List)	Annual Gross Sales	Rental Payments of % Fee to Landlord	Provide Year of Operation
Sherryl Moody 305-361-5705	OW-3 years, M-3 years O-3 years	Tenant	4400 Rickenbacker Blvd. Miami, FL	O - Gift Shop	\$7,050 -	35%	1998
Miami Seaquarium	OW-4 years, M-4 years O-4 years			O - Gift Shop	\$8,250 -	35%	1999
	OW-5 years, M-5 years O-5 years			O - Gift Shop	\$9,280 -	35%	2000
	OW-6 years M-6 years O-6 years			O - Gift Shop	\$6,180 -	35%	2001
Jay Jayson Jackson Card & Gifts	OW-1 years, M-1 year O-1 year	Tenant	1611 NW 12 Avenue Miami, FL	O - Gift Shop	\$18,410 -	15%	1998
	OW-2 years, M-2 years O-2 years			O - Gift Shop	\$15,890 -	15%	1999
	OW-3 years, M-3 years O-3 years			O - Gift Shop	\$12,650 -	15%	2000
	OW-4 years, M-4 years O-4 years			O - Gift Shop	\$10,660 -	15%	2001

Please make additional copies if needed
Reference Minimum Qualifications in Section 1.3
Attach supporting documents

**MIAMI INTERNATIONAL AIRPORT
PREPAID PHONE CARD VENDING MACHINE SERVICES
MINIMUM QUALIFICATION AND QUESTIONNAIRE FORM**

Contact Name, Title And Phone Number, for Reference Verification	Describe Type and Number of Years Experience, e.g.: OW=Ownership ____ Years M=Management ____ Years O=Operational ____ Years	Type of Business Arrangement: Sub-Tenant, Tenant, Joint Venture	Store Location Address, City, State	A = Airport M = Mail O = Other (List)	Annual Gross Sales	Rental Payments of % Fee to Landlord	Provide Year of Operation
Adrian Songer 305-876-7175	OW-1 year, M-1 year O-1 year	Tenant Permit PX-547	MIA Airport Passenger Terminals	A	\$209,041	15%	1996
	OW-2 years, M-2 years O-2 years			A	\$439,090	15%	1997
	OW-3 years, M-3 years O-3 years			A	\$789,200	15%	1998
	OW-4 years M-4 years O-4 years			A	\$111,989	15%	1999
Henry Perez ↓	OW-5 years, M-5 years O-5 years			A	\$951,890	15%	2000
	OW-6 years, M-6 years O-6 years			A	\$813,060	Jan-Sept-15% Sept-Dec-25%	2001
Sherryl Moody 305-361-5705	OW-1 year, M-1 year O-1 year	Tenant	4400 Rickenbacker Blvd. Miami, FL	O - Gift Shop	\$6,150 -	35%	1996
Miami Seaquarium ↓	OW-2 years, M-2 years O-2 years			O - Gift Shop	\$5,980 -	35%	1997

Please make additional copies if needed
Reference Minimum Qualifications in Section 1.3
Attach supporting documents

PRINCIPAL (If Corporate Joint Venture)

(A) CORPORATE JOINT VENTURER

WTN Inc.

(Corporate Name)

By:

Edward J. Hughes
President

Attest:

Lisa Williams
Secretary

(CORPORATE SEAL)

(B) CORPORATE JOINT VENTURER

Blackstar LLC

(Corporate Name)

John E. Operdine
President

John E. Operdine
Secretary

(CORPORATE SEAL)

(C) CORPORATE JOINT VENTURER

CKOR Vending LLC

(Corporate Name)

By:

Paul D. Koye
Managing Member

(CORPORATE SEAL)

PRINCIPAL (If Partnership Joint Venture)

(C) CORPORATE JOINT VENTURER

(Name of Joint Venturer)

Title

Witnesses for Above Signature

(D) CORPORATE JOINT VENTURER

(Name of Joint Venturer)

Title

Witnesses for Above Signature

ATTACHMENT A

**WTN/BLACKSTAR/CKOR VENDING JOINT VENTURE
PARTNERSHIP AGREEMENT**

This PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of June 7, 2002, between WTN, Inc., a New York corporation ("WTN"), Blackstar, LLC, a Florida limited liability company ("Blackstar"), and CKOR Vending, LLC, a Florida limited liability company ("CKOR"), referred to herein individually as a "Partner" and collectively as the "Partners."

WITNESSETH:

WHEREAS, the Partners have organized a general partnership under the Act (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the Partners want to enter into an agreement in furtherance of such purposes in order to regulate and control the business and management of the Partnership (as hereinafter defined) and to define the rights, responsibilities, and obligations of the Partners of the Partnership;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Partners do hereby agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

1.1 The following capitalized terms shall have the meaning set forth below:

Accountant shall mean Levine & Company, New York, New York, or any firm of independent certified public accountants unanimously selected by the Partners for the Partnership.

Act shall mean the Revised Uniform Partnership Act, Florida Statutes, Chapter 620, Part IV, Sections 620.81001 *et seq.*

Affiliate shall mean, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i), (ii), or (iii) above.

Appraiser shall have the meaning set forth in Section 11.3 hereof.

Book Value shall mean the adjusted basis, for federal income tax purposes, of any Partnership property, adjusted as follows:

(a) The initial Book Value of any property contributed by a Partner to the Partnership shall be the gross fair market value of the property, as determined by the Partners;

(b) The Book Values of all Partnership property shall be adjusted to equal their respective fair market values, as determined by the Partners, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* capital contribution; (ii) the distribution by the Partnership to any Partner of more than a *de minimis* amount of property as consideration for any percentage interest in the Partnership, and (iii) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) or any successor provision; provided that the adjustments under clauses (i) and (ii) above will be made only if the Partners reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) The Book Value of any Partnership property distributed to any Partner shall be adjusted to equal the gross fair market value of the property, as determined by the Partners, on the date of the distribution; and

(d) The Book Value of Partnership property shall be increased or decreased to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Profits and Losses herein or in Section 5.2 hereof. No adjustment shall be made under this Subsection (d) to the extent that the Partners determine that an adjustment pursuant to Subsection (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment under this Subsection (d).

If the Book Value of any Partnership property has been determined or adjusted pursuant to Subsection (a), (b), or (d) of this definition, such Book Value shall thereafter be adjusted by the Depreciation taken into account for such property for purposes of computing Profits and Losses.

Budget shall have the meaning set forth in Section 6.5 hereof.

Capital Account. The account maintained for each Partner pursuant to Section 4.5 hereof.

Cash Flow shall mean for any period of Partnership operations, an amount equal to the excess of Gross Receipts of the Partnership over the sum of: (i) Operating Costs (as hereinafter defined); (ii) any capital expenditures of the Partnership not otherwise treated as Operating Costs; (iii) all payments of

principal and interest on indebtedness of the Partnership for borrowed money, if any, including loans by Partners not otherwise treated as Operating Costs; (iv) any additions to the Working Capital (as hereinafter defined); and (v) such other amounts as the Partners may unanimously deem necessary, prudent, or in the best interest of the Partnership to withhold from distribution, the aggregate amount of which shall be determined by unanimous vote of the Management Committee.

Code shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax laws.

Contract shall mean any contract between Miami-Dade County, Florida (or its agency Miami-Dade Aviation Department) and the Partnership for prepaid phone card vending machines at MIA entered into as a result of the Partnership's response to that certain Invitation to Bid for the Prepaid Phone Card Vending Machines at Miami International Airport, Bid No. MDAD0003, as advertised by Miami-Dade Aviation Department, for Miami-Dade County, Florida.

DBE shall mean a "Disadvantaged Business Enterprise" as that term is defined under the Invitation for Bid.

Depreciation shall mean the depreciation, amortization, or other cost recovery deductions allowable with respect to an asset for the fiscal year of the Partnership, except that if the Book Value of the asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation will equal an amount which bears the same ratio to the beginning Book Value as the federal income tax deduction bears to the beginning adjusted basis. If the adjusted basis for federal income tax purposes of any Partnership property at the beginning of such fiscal year is zero, Depreciation will be determined by using any reasonable method selected by the Partners.

Defaulting Partner shall mean a Partner that fails to contribute its pro rata share of any capital contribution as required in accordance with this Agreement.

Event of Purchase shall have the meaning set forth in Section 11.1 hereof.

Events of Termination shall mean those certain events enumerated and described in Section 10.1 hereof.

Fiscal Year shall have the meaning set forth in Section 6.1 hereof.

Gross Receipts shall mean the total cash receipts of the Partnership (including, without limitation, revenues, loans, and capital contributions) for the applicable period.

Invitation to Bid shall mean that certain Invitation to Bid for the Prepaid Phone Card Vending Machines at Miami International Airport, Bid No. MDAD0003, as advertised by Miami-Dade Aviation Department, for Miami-Dade County, Florida.

Lending Partner shall have the meaning set forth in Section 4.3 hereof.

Major Decisions shall have the meaning set forth in Section 7.6 hereof.

Managing Partner shall mean WTN or its authorized successor as described in Section 7.2 hereof.

Management Committee shall mean the committee of individuals appointed by the Partners and acting from time to time pursuant to Section 7.5 hereof.

MIA shall mean Miami International Airport, located in Miami-Dade County, Florida.

Operating Costs shall mean operating costs and expenses necessary for the day-to-day operation of the Partnership as set forth in the Budget, including, without limitation: (i) the actual cost of prepaid phone cards and other materials and services used for or by the Partnership and paid to Partners, their Affiliates, or third parties; (ii) any rentals or fees paid to Partners or third parties, including all rents and other charged imposed by or payable under the Contract; (iii) costs incurred by the Partnership as provided for herein; (iv) salaries and fringe benefits of any employees of the Partnership necessary for the day-to-day operation of the Partnership; (v) the costs and expenses of responding to the Invitation to Bid and negotiating the Contract and any pre-opening expenses; and (vi) the cost of debt (including but not limited to loan costs and carrying charges), if any, incurred by the Partnership.

Ownership Interest shall have the meaning set forth in Section 9.1 hereof and shall be liberally construed to effectuate the purpose of Section 9.1 hereof.

Partner or Partners shall have the meaning set forth at page 1 of this Agreement.

Partnership shall have the meaning set forth on page 1 of this Agreement.

Percentage Interest shall mean, with respect to each Partner, the percentage amount set forth for such Partner in Section 4.1 hereof.

Person shall mean any individual (including the spouse and children of any individual), partnership, corporation, trust, limited liability company, or other entity.

Purchasing Partner shall have the meaning set forth in Section 11.2 hereof.

Profits and Losses shall mean the taxable income or loss of the Partnership for the fiscal year, determined in accordance with Code Section 703(a), including, but not limited to, each separately stated item of Partnership income, gain, loss, or deduction. Such profits and losses will be further adjusted as follows:

(a) Any tax exempt income of the Partnership not otherwise taken into account in computing Profits or Losses shall be included.

(b) Any expenditures of the Partnership which are nondeductible, or treated as nondeductible, under Code Section 705(a)(2)(B) and not otherwise taken into account in computing Profits or Losses shall be deducted.

(c) In the event that the Book Value of any Partnership property is adjusted pursuant to Subsection (b) or (c) of the definition of Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property for purposes of computing Profits and Losses.

(d) Any gain or loss from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes will be computed by using the Book Value of the property as its adjusted basis.

(e) In lieu of depreciation, amortization, and cost recovery deductions taken into account for purposes of computing such taxable income or loss, Depreciation for the fiscal year or other applicable period shall be taken into account in computing Profits and Losses.

(f) The amount of any adjustment, under Code Section 734(b) or 742(b), to the basis of any Partnership property, which is required by Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts, will be treated as gain or loss from the disposition of the property and taken into account for purposes of computing Profits and Losses.

(g) Any items specially allocated pursuant to Article V hereof shall not be taken into account in computing Profits and Losses. Any such specially allocated items shall be determined by applying rules analogous to the rules set forth in Subsections (a) through (f) above.

Regulations shall mean final and temporary regulations promulgated under the Code by the United States Department of Treasury, as amended, or the corresponding provisions of any future regulations.

Shortfall Loan shall have the meaning set forth in Section 4.3 hereof.

Special Advance shall have the meaning set forth in Section 4.3 hereof.

Terminating Partner shall have the meaning set forth in Section 11.2 hereof.

Treasury Regulations and **Treas. Reg.** shall have the same meaning as the term "Regulations."

Total Partnership Value shall have the meaning set forth in Section 11.3 hereof.

Transfer (and other uses of that term, such as Transferred or Transferring) shall have the meaning set forth in Section 9.1 hereof and shall be liberally construed to effectuate the purpose of Section 9.1 hereof.

Valuation Date shall have the meaning set forth in Section 11.3 hereof.

Working Capital shall mean an amount estimated from time to time by unanimous agreement of the Partners to equal (i) the Operating Costs (not including depreciation), (ii) anticipated operating funds necessary to be expended to operate the Partnership and its business for a monthly period commencing on the date of such estimate, (iii) any reserves for maintenance, repair, or improvement of Partnership property, and (iv) any other amount reasonably anticipated to meet the future cash needs of the Partnership.

ARTICLE II THE PARTNERSHIP

2.1 **Formation.** The Partners do hereby form, create and enter into a Partnership, for the purposes and scope set forth herein.

2.2 **Governing Law.** The Partnership has been formed pursuant to the Act. If any provision of this Agreement conflicts with the Act, this Agreement shall be controlling as to such provision except to the extent otherwise required by the Act. Each Partner shall execute and the Managing Partner shall promptly cause to be filed, recorded, or published, as appropriate, such certificates and other instruments as may be required or desirable in connection with the formation, existence, and operation of the Partnership.

2.3 **Name.** The activities and businesses of the Partnership shall be conducted under the name of "WTN/Blackstar/CKOR Vending Joint Venture" in Florida and under any variations of this name as may be necessary to comply with the laws of any other States within which the Partnership may do business.

2.4 **Principal Place of Business.** The principal place of business and the mailing address of the Partnership shall be the business offices of the Partnership at 87-14 116th Street, Richmond Hill, New York 11418, or at any other location mutually agreed by the Partners.

2.5 **Term.** This Agreement shall be effective as of the date first set forth above or, in the absence of a specified date, the date first provided by the Act. The Partnership shall continue in existence

until earliest of (i) the award of the Contract to any bidder other than the Partnership, (ii) upon any award of the Contract to the Partnership, the termination of the Contract (taking into account any extensions thereof), or (iii) this Agreement is otherwise terminated pursuant to the terms hereof.

ARTICLE III PURPOSE AND AUTHORITY

3.1 **Purpose.** The purposes of the Partnership shall be as follows:

3.1.1 To respond to the Invitation to Bid;

3.1.2 To negotiate and enter into any Contract awarded to the Partnership as a result of the Partnership's response to Invitation to Bid and thereafter to perform in accordance with the terms and conditions of the Contract;

3.1.3 To do all things reasonable and necessary consistent with and in furtherance of the business of the Partnership.

3.2 **Scope.** The authority and scope of the Partnership shall extend no further than the purpose as set forth in Section 3.1. Accordingly, this Agreement shall not be deemed to permit the Partnership to conduct business with respect to any activities whatsoever, other than those activities required for the accomplishment of the objects and purposes of the Partnership as specified in Section 3.1.

3.3 **Conflicts of Interest; Limited Covenant Not to Compete at MIA.** Any Partner or Affiliate thereof may engage in or possess an interest in other business ventures or activities of every nature and description, independently or with others, whether or not such activities compete with the Partnership, and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in or to such independent ventures or activities or to the income or profits derived therefrom. The pursuit of such business ventures or activities, even if competitive with the business of the Partnership, shall not be deemed wrongful or improper. Notwithstanding the foregoing, none of the Partners or their Affiliates (i) will respond to the Invitation to Bid or otherwise compete for the Contract except for the Partnership, or (ii) in the event that the Partnership is awarded and enters into the Contract, will make retail sales of prepaid phone cards at MIA during the term of this Agreement except through the Partnership, provided that any Partner or Affiliate of a Partner may make wholesale sales of prepaid phone cards at MIA for resale by Persons other than the Partnership even though such the resale by such other Persons may compete with the business of the Partnership.

3.4 **Authority of Partner.** Except as otherwise expressly provided in this Agreement or as expressly approved in a resolution of the Management Committee, no Partner acting alone shall have the authority to bind, act for, undertake, or assume any obligation or responsibility for or on behalf of the

Partnership or any other Partner. This Agreement is intended to provide for the operation and management of the Partnership only as a Partnership under the Act.

ARTICLE IV CAPITAL CONTRIBUTIONS TO PARTNERSHIP

4.1 **Capital Contributions.** The Partners have acquired their initial interest in the Partnership by the contribution of cash as set forth below:

Partner	Initial Capital Contribution	Percentage Interest
WTN	\$600	60%
Blackstar	\$210	21%
CKOR	\$190	19%

4.2 **Additional Capital Contributions.** The Partners shall contribute to the Partnership their pro rata share of any necessary and properly required additional capital contribution to the Working Capital of the Partnership, in accordance with their Percentage Interest in the Partnership, within ten (10) days following written notice demanding such amount. The cumulative amount of any required additional capital contributions of all the Partners shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), *i. e.* \$150,000 for WTN, \$52,500 for Blackstar, and \$47,500 for CKOR. The Partners anticipate that approximately \$200,000 of such additional capital contributions shall be made, if at all, within 30 days after any Contract is awarded to the Partnership, and that the balance of \$50,000 may be made, if at all, thereafter. The amount and timing of such required additional capital contribution(s) shall be decided by the Managing Partner. The amount and timing of any other additional capital contribution(s) in excess of the required additional capital contributions shall be decided only by the unanimous consent of the Partners. In the event that the Partnership enters into the Contract, the Managing Partner shall contribute to the capital of the Partnership any and all prepaid phone card vending machines owned by WTN and used at MIA as of the date that the Partnership is required to operate the vending machines at MIA under the Contract. Within thirty (30) calendar days after WTN's contribution of the vending machines, the Partners shall agree on the fair value of the vending machines so contributed and the Capital Account of WTN share be increased accordingly. The fair value of the vending machines so contributed shall be credited against WTN's obligation to make additional capital contributions in an amount not exceeding \$120,000 for WTN. In the event that the Partners are unable to agree on the fair value of the contributed vending machines within such thirty (30) day period, then the Partnership shall obtain an appraisal of the vending machines and the Capital Account of WTN shall be increased by the fair value of the vending machines so contributed. In the event that the Partnership is required to seek any additional capital contributions from the Partners in excess of the cumulative amount of Two Hundred Fifty Thousand Dollars (\$250,000) for any reason whatsoever, any Partner may elect to require the Partnership to terminate the Contract and the Partnership shall immediately terminate the Contract (but only to the extent permitted and in the manner required by the terms and conditions of the Contract).

4.3 Shortfall Loan. Should the Partners decide that an capital contribution is needed in addition to the required capital contributions not exceeding a cumulative amount of \$200,000, but one of the Partners (the "Defaulting Partner") is unable or otherwise fails to contribute its pro rata share of such contribution, the other Partners may (but shall not be required to) advance the balance of any unpaid additional capital contribution (such lending Partner to be referred to herein as the "Lending Partner"), in which case the amount so advanced ("Special Advance") by the Lending Partner shall be deemed an additional capital contribution by the Defaulting Partner and a loan by the Lending Partner to the Defaulting Partner. The loan which shall be due and payable one (1) year from the date the Special Advance is provided and shall bear interest at a rate equal to eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such time as the Special Advance, with accrued interest thereon, has been paid in full. In addition, upon demand of the Lending Partner, the Defaulting Partner shall execute and deliver to the Lending Partner: (i) a promissory note, payable one (1) year from the date of the Special Advance, in the principal amount of the Special Advance, plus interest at eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less; (ii) a standard form Florida UCC Security Agreement in recordable form assigning the Partnership interest of the Defaulting Partner as collateral for nonpayment of the promissory note; and (iii) a UCC-1 Financing Statement describing such Defaulting Partner's interest. It is the parties' intent that such Shortfall Loans shall not be a basis for adjustment of the Percentage Interests of each party.

4.4 Contributions Secured. Any Defaulting Partner hereby grants to the Lending Partner a continuing lien on its interest in the Partnership to secure payment of any and all contributions and the performance of any and all obligations required hereunder.

4.5 Capital Accounts. The Partnership shall establish for each Partner a Capital Account, which shall be credited with the amount of all money and the fair market value of the other property (net of any liabilities secured by the property) contributed by the Partner to the Partnership. In general, each Partner's Capital Account shall be credited with its allocable share of Profits and items of income and gain (as determined in accordance with Article V hereof) and charged with its allocable share of Losses and items of deduction (as determined in accordance with Article V hereof) and with the amount of all money and the fair market value of other property distributed by the Partnership to the Partner (pursuant to Article V hereof). However, in all cases, the specific rules for the determination and maintenance of the Partner's Capital Accounts shall be those prescribed in Treasury Regulations (*e.g.*, Treasury Regulation 1.704-1(b)(2)(iv) or its successor provision). In the event that all or a portion of an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent related to the transferred interest.

ARTICLE V

PROFIT AND LOSS ALLOCATIONS AND CASH DISTRIBUTIONS

5.1 Allocation of Profits and Losses. Except to the extent otherwise provided by this Article, Profits and Losses of the Partnership shall be allocated in accordance with the Percentage Interest

of each Partner. As provided in Sections 4.2 and 4.3 of this Agreement, neither Capital Contributions nor Shortfall Loans shall be a basis for any realignment or adjustment of the Percentage Interests of the Partners during the term of this Partnership without the unanimous written consent of the Partners.

5.2 Special Allocations. To the extent that an adjustment to the adjusted basis of any Partnership property under Code Section 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases such basis) or loss (if the adjustment decreases such basis) specially allocated to the Partners in a manner consistent with the related Capital Account adjustments.

5.3 Tax Allocations Under Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall be allocated, solely for tax purposes, among the Partners so as to take into account any variation between the adjusted basis of the property to the Partnership for federal income tax purposes and its initial Book Value. In the event that the Book Value of any Partnership property is adjusted pursuant to Section 3.2(b) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Partners in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in determining, any Partner's Capital Account or share of Profits, Losses, or other items, or distributions pursuant to any provisions of this Agreement.

5.4 Determination and Distribution of Cash Flow. Within fifteen (15) days after the end of each calendar month, the Managing Partner shall determine the Cash Flow. Within thirty (30) days after the end of such calendar month, the Cash Flow shall be reported to the Partners and distributed to the Partners in accordance with the Percentage Interest of each Partner. No Cash Flow shall be distributed to a Terminating Partner for any month following the date of the occurrence of the applicable Event of Purchase. Any Lending Partner which makes a Shortfall Loan to a Defaulting Partner shall have priority in the distribution of Cash Flow for the account of the Defaulting Partner. Such distributions to the Lending Partner shall be applied to pay any amounts then due on any Shortfall Loans. Such Lending Partner shall be deemed to have a lien on such Defaulting Partner's Capital Account, in an amount equal to such Shortfall Loan.

5.5 Distribution Upon Liquidation. Upon the occurrence of an Event of Termination leading to the liquidation of the Partnership, liquidating distributions shall be made in accordance Section 10.2 hereof.

ARTICLE VI FISCAL MATTERS

6.1 **Fiscal Year.** The fiscal year of the Partnership shall be a calendar year.

6.2 **Books and Records.** The Manager shall maintain proper and complete books and records with reference to all Partnership transactions, and each Partner shall at all reasonable times during business hours have complete access thereto. The books shall be kept on the cash method of accounting or such other method of accounting that clearly reflects the income of the Partnership as shall be unanimously agreed upon by the Partners. Any inspection of such books and records shall occur at the principal place of business of the Managing Partner. Such books and records shall properly reflect all items that the Managing Partner may deem reasonable and necessary for the management of the fiscal affairs of the Partnership.

6.3 **Interim Statements.** In addition to the statements of Cash Flow required under Section 5.5 hereof, the Managing Partner shall prepare and deliver to the Partners, within thirty (30) days after the end of each fiscal quarter, a statement of sources and uses of funds and a statement of profit and loss for such fiscal quarter. Where applicable, the statements shall be prepared in accordance with generally accepted accounting principles, consistently applied.

6.4 **Financial Statements.** Within sixty (60) days after the close of the Partnership's Fiscal Year, the Managing Partner shall prepare annual financial statements of the Partnership, in accordance with generally accepted accounting principles consistently applied, which shall be audited and certified by the Accountants. The annual financial statements of the Partnership shall include a statement of sources and uses of funds, a statement of profit and loss, a balance sheet, a statement of the Capital Account of each Partner, a statement of Gross Receipts and Operating Costs, and a statement of Cash Flow. In addition, the Managing Partner shall prepare and duly file, and shall deliver to each Partner, on or before sixty (60) days after the end of each fiscal year of the Partnership a federal income tax return for the Partnership for the preceding fiscal year of the Partnership with Schedules K-1 and/or other applicable schedules for each Partner attached thereto. After such return, as well as any other tax returns which the Partnership is required to file, are approved by the Management Committee, the Managing Partner shall duly file the same. The Managing Partner shall be the Tax Matters Partner pursuant to Section 6231 of the Code.

6.5 **Comprehensive Budget.** The Managing Partner shall prepare (and submit to the Management Committee for approval) a budget for each fiscal year of the Partnership ("Budget") based on the prior performance of the Partnership, industry trends, and anticipated performance, setting forth line by line the estimated Gross Receipts and Operating Costs of the Partnership for the Fiscal Year covered by the Budget. The first Budget may be approved by the Partners simultaneously with and attached as a Schedule to this Agreement, shall include all anticipated start-up costs and expenses, as well as additional Working Capital required after start-up of the Partnership's business, and shall provide a schedule for payment of the initial capital contributions (if any) of the Partners. Thereafter, each Budget shall be

prepared by the Managing Partner at least ninety (90) days and approved by the Management Committee at least sixty (60) days prior to the commencement of the Fiscal Year covered by the Budget. The then-existing Budget will remain in effect until and unless a new Budget is approved. The Budget shall not require any additional capital contributions except upon the unanimous consent of the Partners. The Budget shall be prepared in such a manner so as to facilitate a comparison of the Budget and the monthly and quarterly statements prepared pursuant to Section 6.3 hereof. Upon approval of the Budget by the Management Committee, the Managing Partner shall implement the Budget and shall be authorized, without the need for further approval from any Partner unless otherwise required hereunder or in the Budget, to incur the obligations provided for therein. In no event will the Managing Partner be authorized to make expenditures or incur obligations other than those specifically set forth in an approved Budget.

6.6 **Partnership Account.** All funds and receipts of the Partnership shall be deposited in its name in an account or accounts maintained at a bank designated by the Management Committee or with an agent designated by the Management Committee.

6.7 **Access to Records.** In addition to any rights provided by law or this Agreement, each Partner and each Partner's designated accountant or attorney will have a right to examine the books and records of the Partnership during the Partnership's regular business hours.

6.8 **Audits.** Any Partner may, at its option and at its own expense, conduct one or more annual internal audits of the books, records, and accounts of the Partnership. Such audits may be conducted by any person designated by the Partner, including any employee of the Partner or its Affiliate or any independent auditor.

6.9 **Fidelity Bond and Insurance.** The Partnership shall maintain and carry any bonds and insurance required to be obtained in the conduct of its business, as well as such fidelity bonds and insurance as reasonably required by the Management Committee. Each Partner will provide any guarantees, indemnities, or other security reasonably required in connection with any bonds or other security required to be provided by the Partnership under the Contract or otherwise in proportion to their respective Percentage Interests, and such guarantees, indemnities, or other security shall be in addition to all capital contributions required to be made by the Partners under sections 4.1 or 4.2 hereof.

ARTICLE VII MANAGEMENT AND OPERATION OF THE PARTNERSHIP

7.1 **Duties of Blackstar.** Blackstar shall have shared responsibility for the day-to-day operations of the business of the Partnership, including, but not limited to, the following:

7.1.1 Monitor of all signage on the vending machines used by the Partnership in its business at MIA;

7.1.2 Supervision of any and all movements of such vending machines;

7.1.3 Supervision of the maintenance of the vending machines;

7.1.4 Supervision of the loading and unloading of the vending machines of the Partnership; and

7.1.5 Coordination of the Partnership's relations with the employees of and consultants for Miami Dade Aviation Department responsible for oversight of the Partnership's performance under the Contract.

7.2 **Managing Partner.** The Managing Partner shall report directly to the Management Committee. Subject to Sections 7.4, 7.5 and 7.6 hereof, the Managing Partner shall have primary responsibility for the fiscal and management oversight of the Partnership and certain other administrative functions including, but not limited to, the following:

7.2.1 Formulation of adequate checks, balances and procedures for accounting and cash handling and other fiscal matters which shall include, but not be limited to, requirements for periodic reports of receipts and disbursements;

7.2.2 Supervision of management support services for the Partnership as needed, including the creation, design, and negotiations for the prepaid phone cards to be sold by the Partnership;

7.2.3 Fulfillment and servicing of the prepaid phone cards sold by the Partnership, including the maintenance of a 24-hour per day customer service line;

7.2.4 Coordination of the construction of vending machines for use by the Partnership at MIA;

7.2.5 Supervision of the delivery of prepaid phone cards at MIA;

7.2.6 Institute and maintain adequate inventory controls for the Partnership's business;

7.2.7 Prepare and submit all written reports required to be provided under the Contract;

7.2.8 Maintenance of the books and records of the Partnership in accordance with Article VII hereof;

7.2.9 Subject to unanimous approval of the Management Committee, investing surplus capital into short-term, highly liquid investments with a very low degree of risk;

7.2.10 Selecting adequate bonds and insurance for the protection of the Partnership, its employees, and its property at rates and with companies that are reasonably acceptable to the Management Committee;

7.2.11 Preparation of all agreements, contracts, leases or subleases, and budgets for approval of the Management Committee; and

7.2.12 Making certain filings and reports required by any applicable federal, state, or local laws.

7.3 **Duties of CKOR.** CKOR shall provide strategic business advice regarding the day-to-day operations of the business of the Partnership, including, but not limited to, the maintenance of good relationships with the Partnership's landlord and the landlord's employees, and all other Partnership business matters to be reviewed or decided by the Management Committee.

7.4 **Sound Business Judgment.** The Managing Partner shall use its sound business judgment as generally would be characteristic of a reasonable businessman in similar circumstances. The Managing Partner of the Partnership shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary for the efficient and prompt administration thereof.

7.5 **Management Committee.** Except as otherwise expressly set forth in this Agreement, all of the property, business, and affairs of the Partnership shall be managed and conducted by the Partners acting jointly in good faith through the Management Committee. The Management Committee shall be comprised of three (3) individuals, with one (1) individuals appointed by each of the Partners. Each Partner may remove and replace its representatives on the Management Committee at the Partner's sole and absolute discretion, with or without cause. Each Partner shall have one and only one vote on all decisions and approvals of the Management Committee and such vote shall be cast by the person or persons so designated by the Partner. The Management Committee shall meet periodically, but not less often than quarterly during each Fiscal Year, at such times and places as the Management Committee may unanimously deem necessary or appropriate. In addition, any Partner may call a special meeting of the Management Committee by written notice sent to the other Partners at least 10 business days before the special meeting. In the absence of a meeting, the Management Committee may act by the unanimous written consent of the Partners. The Managing Partner shall cause written minutes to be prepared of all action taken by the Management Committee and shall deliver a copy thereof to each Partner as soon as practicable after each meeting. The written minutes shall be approved or corrected by the Management Committee at the next meeting (if not sooner).

7.6 **Major Decisions.** Notwithstanding anything to the contrary herein, neither the Partnership nor any Partner shall take any action, expend any sum, make any decision, or incur any obligation for the Partnership with respect to any matter within the scope of any of the major decisions (hereinafter referred to as "Major Decisions") as enumerated below, unless such Major Decisions have been unanimously

approved in writing by the Management Committee, such approval not to be unreasonably withheld. The Major Decisions shall be the following matters:

7.6.1 Approval of all Budgets for the Partnership and any change in the Budget as approved, and any expenditures made in excess of, or otherwise not specifically permitted by, the approved Budget;

7.6.2 Approval of any and all loans made to or by the Partnership or any guarantees made by the Partnership (other than accounts payable or receivable incurred in the ordinary course of business in accordance with the approved Budget), or the making, execution, or delivery on behalf of the Partnership of any assignment for the benefit of creditors or any confession of judgment, guarantee, indemnity bond, or surety bond;

7.6.3 Any sale, transfer, or mortgage or other encumbrance of Partnership property;

7.6.4 Hiring of any consultant, company, or employee to service the vending machines for the Partnership, including compensation, and approval of any contracts for the same;

7.6.5 Hiring of attorneys, accountants, and other consultants for the Partnership and their terms of engagement;

7.6.6 Approval of any contracts, leases, subleases, or other agreements between the Partnership and either of the Partners or any of their Affiliates;

7.6.7 Approval of any contracts, leases, subleases, or other agreements between the Partnership and any party (other than the Partners or their Affiliates);

7.6.8 The decision to expend, or the expenditure of, funds that is likely to result in a need for additional capital contributions, and any request or demand for additional capital contributions;

7.6.9 The decision to prepay, or the prepayment of, any debt of the Partnership;

7.6.10 Taking of any action that may dilute the Percentage Interest of any Partner; and

7.6.11 The institution of any legal proceeding by the Partnership, the delegation of authority to supervise any legal proceeding by or against the Partnership, and the decision to settle, dismiss, or otherwise terminate such proceedings.

7.7 Purchase of Prepaid Phone Cards Through WTN or Its Affiliate. The Partnership may obtain prepaid phone cards for resale at MIA under the Contract from QWEST or another long distance phone company with which WTN or its Affiliate may have an existing relationship as a distributor

or otherwise. Neither WTN nor any of its Affiliates shall sell such prepaid phone cards to the Partnership at a price in excess of the direct costs paid or incurred by WTN or its Affiliate for such prepaid phone cards.

ARTICLE VIII REIMBURSEMENTS AND COMPENSATION

8.1 **Reimbursements.** Each Partner shall be reimbursed by the Partnership for sums reasonably expended for purposes of the business of the Partnership upon submission to the other Partner for approval of written documentation describing such expenditures and approval thereof by such other Partner, but only to the extent and not to exceed the amounts set forth therefor in the then-approved Budget. In addition to the foregoing, the Partnership shall reimburse the Managing Partner in the fixed amount of Three Thousand Five Hundred and No/100 (\$3,500.00) per month for all general, administrative, and other overhead expenses paid or incurred by the Managing Partner for the Partnership beginning with the first calendar month that the Partnership operates prepaid phone card vending machines at MIA under the Contract and ending on termination of this Agreement. All amounts paid as reimbursements hereunder shall be included as Operating Costs of the Partnership.

8.2 **No Additional Compensation of the Partners.** The Partners shall not be paid any compensation for the services rendered by them under Article VII, other than the Partners' Percentage Interests in the Profits of the Partnership.

ARTICLE IX RESTRICTION ON TRANSFERS

9.1 **Prohibition Against Transfers.** Except as otherwise provided in this Article, no Partner and no Affiliate of a Partner may sell, assign, transfer, encumber, or otherwise dispose of ("Transfer") any Ownership Interest in the Partnership without the prior written consent of all the Partners, which approval will may be withheld in the sole discretion of each Partner. No Transfer of an Ownership Interest will be valid or effective unless such Transfer is in compliance with the conditions contained in this Agreement and the Contract, and any unauthorized Transfer or attempt to Transfer shall be void. For purposes hereof, the term "Ownership Interest" shall mean (i) the Percentage Interest of Partner in the Partnership, and (ii) the ownership interest (direct or indirect, beneficial or otherwise) of any Person in a Partner or the Partnership.

9.2 **Transfer of a Decedent's Interest.** Notwithstanding Section 9.1, the Ownership Interest of a Person who has died will be assigned, at the request of the decedent's duly qualified personal representative, to the Person entitled to the distribution of the decedent's Ownership Interest under the terms of the decedent's will or testamentary or living trust or, if the decedent died without a will or a testamentary or living trust, under the applicable laws of intestate succession, upon delivery by the personal

representative of such documentation reasonably required by the other Partner to establish that the Person is legally entitled to the distribution.

9.3 Pledge of Interest for Bank Financing. Notwithstanding Section 9.1 hereof, each Partner may pledge, hypothecate, or otherwise encumber its Ownership Interest in the Partnership to a bank or other financial institution, subject to the provisions of Section 10.1.3 (treating defaults on such loans as an Event of Termination) and Article XII (relating to purchase of the terminating Partner's interest in the Partnership in lieu of termination).

9.4 Assumption by Assignees. Any transferee or assignee to whom an interest in the Partnership is transferred under the terms of this Agreement shall take such interest subject to all of the terms and conditions of this Agreement and shall not be considered to have title to such interest until the transferee or assignee shall have accepted and assumed the terms and conditions of this Agreement by executing a counterpart of this Agreement and such other documents reasonably required by the Partnership.

9.5 Restraining Order. In the event that any Partner shall attempt to Transfer its Ownership Interest in violation of the provisions of this Agreement and any rights hereby granted, then the other Partner shall, in addition to all rights and remedies at law and in equity, be entitled to a decree or order restraining and enjoining such Transfer and the Transferor shall not plead in defense thereto that there would be an adequate remedy at law, it being hereby expressly acknowledged and agreed that the injury and damage resulting from such breach would be impossible to measure monetarily. A Person who acquires an interest contrary to the terms and conditions of this Article shall not be admitted as a Partner. Such Person shall have no right to any information or accounting of the Venture, shall not be entitled to inspect the books and records of the Venture, and shall not have any of the rights of a Venture under the Act or this Agreement.

ARTICLE X TERMINATION AND LIQUIDATION OF THE PARTNERSHIP

10.1 Events of Termination. Subject to Article XII hereof, the Partnership shall be terminated, dissolved, and liquidated upon the occurrence of any of the following "Events of Termination:"

10.1.1 The Partners unanimously agree in writing to terminate the Partnership;

10.1.2 Upon the date of expiration of the term of the Partnership (if any) specifically set forth in Section 2.5 hereof;

10.1.3 A default on any loan secured by the Partner's Ownership Interest in the Partnership that results in a foreclosure or other forced sale or disposition of any portion of the Ownership Interest;

10.1.4 The adjudication of a Partner as insolvent or the voluntary filing by any Partner of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for such Partner under the federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or the seeking or the giving consent or the acquiescence of any Partner to the consent or the acquiescence of any Partner to the appointment of any custodian, trustee, receiver, conservator or liquidator of such Partner or of any substantial part of such Partner's properties or such Partner's interest in the Partnership (the term "acquiescence" as used herein includes, but is not limited to, the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after the date of such order, judgment or decree); or the filing of an involuntary petition against any Partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and either (i) such petition shall not be dismissed within sixty (60) days from the date of filing thereof, or (ii) within such period of sixty (60) days, there shall be entered in such proceeding an order for relief under the Federal Bankruptcy Code or any other order, judgment or decree approving such petition under such other statute or law, or any custodian, trustee, receiver, conservator or liquidator of any Partner or of all or any substantial part of such Partner's property or interest in the Partnership and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive), whether or not such Partner shall acquiesce thereto; or the failure of any Partner, or admission in writing by any Partner of its failure or inability generally, to pay its debts as such debts become due; or the giving of notice by any Partner to any governmental body of insolvency or pending insolvency or suspension of the operations of such Partner; or the making by any Partner of an assignment for the benefit of its creditors or the taking of any other similar action for the protection or benefit of its creditors;

10.1.5 The Ownership Interest of any Partner is seized or charged in execution of a judgment, and such seizure or charging order remains in effect, and is not vacated or stayed, for a period of sixty (60) days (whether or not consecutive);

10.1.6 At such time (if ever) that Blackstar becomes disqualified or otherwise fails to maintain its status as a DBE, but only if such failure constitutes a breach of the Contract that cannot be cured except by including another Partner or subcontractor who qualifies under the Contract as a DBE; or

10.1.7 The sale or other disposition of all or substantially all of the property and assets of the Partnership.

10.2 Liquidation and Winding Up. Subject to Article XII and Article XIII hereof, upon the termination of the Partnership, the Partners or their respective designees (but not a Partner, or its designee,

as to which any of the Events of Termination set forth in Section 10.1.4 or 10.1.5 has occurred) shall wind up and liquidate the Partnership's business and affairs. In this regard:

10.2.1 An accounting with respect to all Partnership accounts and the account of each Partner, and with respect to the Partnership's assets and liabilities and its operations from the date of the last previous financial statement of the Partnership to the date of the Event of Termination, shall be obtained;

10.2.2 The Management Committee shall liquidate as many of the Partnership's assets, at such a price and on such terms, as they deem prudent and consistent with a prompt resolution of the Partnership affairs. The assets of the Partnership, including the proceeds of such liquidating sales, shall be distributed in the following order of priority:

10.2.2.1 First, all of the Partnership's liabilities and obligations to its creditors (other than the Partners), and all expenses incurred in connection with the dissolution, winding up, and distribution, including any such expenses paid or incurred by any Partner on behalf of the Partnership which are otherwise reimbursable under this Agreement, shall be paid in full;

10.2.2.2 Second, all of the Partnership's liabilities and obligations to its Partners as creditors shall be paid in full;

10.2.2.3 Third, all remaining cash and other assets shall be distributed to the Partners in accordance with the positive Capital Account balances of the Partners after taking into account all Capital Account adjustments for all periods, until the Capital Accounts are fully recovered; and

10.2.2.4 The balance (if any) to the Partners in accordance with their Percentage Interests. Any amounts due to any Lending Partner for any Shortfall Loan to a Defaulting Partner shall be fully repaid out of the Defaulting Partner's share of distributions under Sections 10.2.2.3 and 10.2.2.4 prior to any such distributions to the Defaulting Partner hereunder.

10.2.3 Assets other than cash shall be distributed in undivided interests and shall be subject to such liens, encumbrances, restrictions, contracts, obligations, commitments or undertakings as those assets were subject in the hands of the Partnership.

10.3 Restoration of Capital Account Deficits; Compliance With Tax Regulations.

10.3.1 In the event that the Partnership is "liquidated" within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(b)(2), (i) distributions shall be made pursuant to this Article XI to

the Partners who have positive Capital Accounts in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2), and (ii) if any Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year of liquidation), such Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(3).

10.3.2 Notwithstanding Section 10.2 above, in the event that the Partnership is liquidated within the meaning of Treasury Regulation § 1.704-1(b)(2)(ii)(g) but no Event of Termination has occurred, the Partnership's assets shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, the Partnership shall be deemed to have distributed its assets in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have re-contributed the assets in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

10.4 Trust or Reserve for Unforeseen or Contingent Liabilities. In the discretion of the Management Committee, a pro rata portion of the distributions that would otherwise be made to the Partners pursuant to Section 10.2 hereof may be:

10.4.1 Distributed to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and collecting any contingent liabilities or obligations of the Partnership or of the Partners arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the Management Committee, in the same proportions as the amounts distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to this Agreement; or

10.4.2 Withheld to provide a reasonable reserve of Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.5 Final and Complete Distribution. The distributions provided for in this Article X shall constitute a complete return of the Partners' contributions to the capital of the Partnership, a final and complete distribution to the Partners of all their interests in the Partnership's assets and a final settlement of the Partners' interests in the Partnership.

10.6 Covenant Not to Withdraw or Dissolve. Except as otherwise permitted by this Agreement or with the prior consent of all Partners, each Partner hereby covenants and agrees (i) not to withdraw or retire or attempt to withdraw or retire from the Partnership, (ii) not to exercise any power

under the law to dissolve the Partnership, and (iii) not to Transfer all or any portion of an Ownership Interest in the Partnership. Further, each Partner hereby covenants and agrees to continue to carry out the duties of a Partner hereunder until the Partnership is dissolved and liquidated pursuant to this Article. The Partners agree that this Agreement contains fair and equitable provisions for the dissolution of the Partnership. Accordingly, no Partner shall file or pursue any partition, liquidation, or dissolution petition or similar action in any court in violation of this Agreement. If any Partner, in violation of this Agreement, does file or pursue any partition, liquidation, or dissolution petition or similar action in any court, the other Partner and/or the Partnership shall have the right to obtain an injunction against such action and the entire interest of such Partner filing the petition shall thereupon become automatically subject to the provisions of Article XI.

ARTICLE XI PURCHASE IN LIEU OF TERMINATION

11.1 Event of Purchase. Notwithstanding the provisions of Section 10.1 hereof, upon the occurrence of an Event of Termination with respect to a Partner as specified in Section 10.1.3 (relating to certain loan defaults), Section 10.1.4 (relating to insolvency or bankruptcy), Section 10.1.5 (relating to execution of judgments, etc.), or Section 10.1.6 (relating to DBE disqualification or failure to maintain DBE status), in lieu of termination and winding up of the Partnership in accordance with the provisions of Section 10.2 of this Agreement, the other Partner shall have the right to purchase, for itself or for another Person to succeed as a Partner hereunder, the terminating Partner's interest in the Partnership in accordance with the provisions set forth below. For purposes of this Article, an Event of Termination as specified in Sections 10.1.3, 10.1.4, or 10.1.5 shall hereinafter be referred to as an "Event of Purchase." The action of a Partner to exercise the purchase option granted pursuant to Section 11.2 by delivery of written notice to each of the other Partners shall suspend the liquidation of the Partnership under Section 10.2 hereof.

11.2 Purchase Option. Upon the occurrence of an Event of Purchase with respect to a Partner (hereinafter referred to as the "Terminating Partner"), the other Partner (hereinafter referred to as the "Purchasing Partner"), shall have the right and option to purchase the entire interest of the Terminating Partner in the Partnership for the purchase price set forth in Section 11.3 hereof. The Purchasing Partner may exercise such option by giving the Terminating Partner, or its legal representatives, written notice of such exercise within ninety (90) days following receipt of written notice of the occurrence of an Event of Purchase. If an Event of Purchase occurs with respect to a Partner and the foregoing option is not exercised and thereafter one or more additional Events of Purchase occurs with respect to the same Partner, then the foregoing option shall become exercisable in the same manner following the occurrence of each such Event of Purchase.

11.3 Purchase Price. If the foregoing option is exercised, unless otherwise agreed between the Terminating Partner and the Purchasing Partners, and except in the case of a termination under Section 10.1.6 (relating to a failure to maintain DBE status), the purchase price for the interest of the Terminating Partner shall be an amount equal to the product of the Percentage Interest of the Terminating Partner in the

Partnership, multiplied by the fair market value of the assets (including the Contract) and accounts receivable of the Partnership (excluding any value for other intangibles or good will) as of the first day of the first month following the date of the occurrence of the applicable Event of Purchase (the "Valuation Date"), after deducting from the fair market value the sum of (i) all unpaid Operating Costs of the Partnership; (ii) the unpaid principal balance of all outstanding loans owed by the Partnership and accrued interest thereon; and (iii) any other valid liabilities and obligations of the Partnership. The Fair Market Value of the assets of the Partnership less such deductions shall be referred to herein as the "Total Partnership Value." The fair market value of the assets of the Partnership, if not agreed upon by all of the Partners as the Valuation Date, shall be determined by one (1) or more persons reasonably experienced in the industry in which the Partnership conducts its business (the "Appraiser") as hereinafter provided. Within ten (10) business days after giving to the Terminating Partner notice of exercise in accordance with the provisions of Section 11.2 above, the Terminating Partner, or its successors and the Purchasing Partners shall attempt to agree in writing on the appointment of a single Appraiser satisfactory to such Partners. If so agreed upon within such ten (10) business day period, the designated Appraiser shall promptly determine the Fair Market Value of the Partnership assets as of the Valuation Date. If the Terminating Partner or its successors and the Purchasing Partner are not able to agree upon such Appraiser within said ten (10) business day period, then the Purchasing Partner(s) shall promptly appoint an Appraiser and give the Terminating Partner, or its successors, written notice of such appointment. If the Terminating Partner (or its successors) desires to appoint a second Appraiser, it shall appoint such Appraiser within ten (10) business days after receipt of the notice of the appointment of the first Appraiser, and the Terminating Partner, or its successors, shall notify the Purchasing Partner in writing of the Appraiser appointed by it within such ten (10) business day period. If the Terminating Partner fails to timely appoint its Appraiser, then the Appraiser first appointed by the Purchasing Partners shall be the sole Appraiser who shall promptly determine the Fair Market Value of the Partnership assets as of the Valuation Date. If the Terminating Partner timely appoints its Appraiser, the two (2) Appraisers so appointed shall determine the fair market value of the assets of the Partnership as of the Valuation Date. If such Appraisers are unable to agree on such value within thirty (30) calendar days after the second Appraiser is appointed, then such Appraisers shall appoint a third Appraiser, and the three (3) Appraisers so selected shall promptly determine the fair market value of said assets as of the Valuation Date according to their procedure hereinafter described. If the two (2) Appraisers so appointed are unable to agree on the selection of the third Appraiser, then either Appraiser, on behalf of both, or any Partner may request such appointment by the Circuit Court of Miami-Dade County, Florida. The fair market value shall be determined as of the Valuation Date by the average of the appraisals, as the case may be, which determination shall be made in writing within thirty (30) days after the appointment of the agreed upon Appraisers or the first Appraiser appointed as the case may be. In the event that the fair market value is to be determined by three (3) Appraisers, then the following procedures shall apply. If the fair market values determined by each of the Appraisers are within ten percent (10%) of one another, then the average of the three (3) appraisals shall be the fair market value for purposes hereof. Otherwise, the average of the two (2) appraisals that are closest to one another shall be the fair market value and the third appraisal shall be disregarded. Upon completion of such valuation, the Appraiser(s) shall promptly deliver a copy of the valuation to the Terminating Partner (or its successor) and to the other Partners (or their successors), and the fair market

value so determined shall be binding on all Partners. The fees and other charges of such Appraiser(s) shall be borne by the Terminating Partner.

11.4 Closing of Purchase. The closing of the purchase and sale of a Terminating Partner's interest in the Partnership shall occur not later than sixty (60) calendar days after the date upon which the Appraiser(s) deliver(s) a copy of the valuation to the Partners, on the date and at the time and place specified by the Purchasing Partner by written notice to the Terminating Partner. Unless otherwise agreed by the Purchasing Partner and the Terminating Partner, the purchase price for the interest of the Terminating Partner shall be payable twenty-five percent (25%) in cash at closing, with the balance thereof to be evidenced by a promissory note or notes made and delivered by the Purchasing Partner at the closing, payable to the order of the Terminating Partner, bearing interest at a floating rate of interest, determined quarterly as of the first day of each January, April, July, and October throughout the term of the note or notes, which interest rate shall equal to the prime rate of interest then charged by Citibank, New York, New York, with the principal being due and payable in equal monthly installments beginning one (1) month after the date of closing and continuing until the earlier of termination of the Contract or repayment of the principal in full. Accrued interest on unpaid principal shall be due and payable monthly with each principal installment. Such note or notes shall be secured by a recordable purchase money security interest in the Partnership interest so purchased, which shall be subordinate to all then existing Partnership liabilities. The sale of the interest of the Terminating Partner shall be subject to all liabilities and obligations of the Partnership and at the closing, as between the Terminating Partner and the Purchasing Partner, the Purchasing Partner shall assume the Terminating Partner's share of all such liabilities and obligations as of the Valuation Date. The Terminating Partner's share of profits and losses of the Partnership from the Valuation Date to the date of closing shall be reallocated to, and shall be the property of, the Purchasing Partner. Notwithstanding the foregoing, in the event that the Terminating Partner is a Defaulting Partner, payment of the purchase price and the payments otherwise payable under the promissory note from the Purchasing Partner(s) to the Terminating Partner shall be paid over to any Loaning Partner (as defined in Section 4.3, herein), pro rata in accordance with its respective principal balances of each of such loans from a Loaning Partner to the Defaulting Partner until such loans and all accrued interest thereon have been paid in full. At the closing, the Terminating Partner, or its successors, shall execute and deliver to the Purchasing Partner a Warranty Assignment of the Terminating Partner's interest in the Partnership, together with a Quit Claim Bill of Sale and Quit Claim Deed conveying, respectively, to the Purchasing Partner any the right, title, and interest of the Terminating Partner in and to all personal property and all real property or interests therein owned by the Partnership, free and clear of all encumbrances, other than those incurred by the Partnership. In the event the Terminating Partner, or its successors, shall fail or refuse to execute any such instruments at the closing, then the Terminating Partner, or its successors, hereby irrevocably nominates, constitutes, and appoints the Purchasing Partner as its true and lawful attorney-in-fact for the purposes of: (i) executing in the Terminating Partner's name, place, and stead all of the foregoing instruments; and (ii) giving notices to creditors and others dealing with the Partnership of the terminations of the Terminating Partner's interest in the Partnership and publishing notice of the termination of the Terminating Partner's interest in the Partnership. The foregoing power of attorney, being coupled with an interest, is irrevocable and shall be exercisable by the Purchasing Partner.

11.5 Purchase Upon Disqualification as DBE or Failure to Maintain DBE Status. In the case of a termination under Section 10.1.6 (relating to DBE disqualification or failure to maintain DBE status), the purchase price for the interest of the Terminating Partner shall be an amount equal to the Capital Account of the Terminating Partner determined as of the date of, and shall be paid in cash at, the closing of the purchase and sale of the Terminating Partner's interest in the Partnership. The closing shall occur not later than sixty (60) calendar days after the date of the notice given by the Purchasing Partner in accordance with Section 11.2 hereof.

ARTICLE XII APPLICABLE LAW

12.1 Applicable Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws.

ARTICLE XIII REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of the Partners.

13.1.1 WTN hereby represents and warrants the following:

13.1.1.1 That it is a corporation duly formed and existing under the laws of the State of New York;

13.1.1.2 That all of its capital stock, both voting and in value, are owned by the following Persons: Ed Meegan and Iris Wilson;

13.1.1.3 That it has been duly authorized to enter into and to perform the duties and responsibilities associated with the Partnership formed hereby;

13.1.1.4 That it has certain financial resources and knowledge and experience in the record keeping and administration of businesses such as the Partnership and is capable of performing the duties assigned to it hereunder;

13.1.1.5 That it will exercise good faith and fair dealing in all dealings relating or incidental to the business of the Partner and in dealings and communications with the Partners in connection therewith;

13.1.1.6 That to the best of its knowledge, neither it nor its officers or directors are subject to any threatened or pending litigation which would endanger or inhibit the Partnership's business;

13.1.1.7 That the Partners may rely without investigation on all representations and warranties contained herein; and

13.1.1.8 That to the best of its knowledge, it has complied with all federal and state employment and other requirements and is not subject to any governmental orders or actions and has no reason to believe that any fact exists which would detrimentally affect its or the Partnership's ability to conduct its business.

13.1.2 Blackstar hereby represents and warrants the following:

13.1.2.1 That it is a duly formed limited liability company authorized and registered to do business in the State of Florida;

13.1.2.2 That all of its membership interests, both voting and in value, is owned by the following Persons: John E. Oxendine;

13.1.2.3 That it has qualified and, at all times during the term of this Agreement, shall use commercially reasonable efforts to remain qualified as a DBE;

13.1.2.4 That it has been duly authorized to enter into and to perform the duties and responsibilities associated with the Partnership formed hereby;

13.1.2.5 That it will exercise good faith and fair dealing in all dealings relating or incidental to the business of the Partner and in dealings and communications with the Partners in connection therewith;

13.1.2.6 That to the best of its knowledge, neither its officers nor its directors are subject to any threatened or pending litigation which would endanger or inhibit the Partnership's business;

13.1.2.7 That the Partners may rely without investigation on all representations and warranties contained herein; and

13.1.2.8 That to the best of its knowledge, it has complied with all federal and state employment and other requirements and is not subject to any governmental orders or actions and has no reason to believe that any fact exists which would detrimentally affect its or the Partnership's ability to conduct its business.

13.1.3 CKOR hereby represents and warrants the following:

13.1.3.1 That it is a duly formed limited liability company authorized and registered to do business in the State of Florida;

13.1.3.2 That all of its membership interests, both voting and in value, is owned by the following Persons: Christopher G. Korge;

13.1.3.3 That it has been duly authorized to enter into and to perform the duties and responsibilities associated with the Partnership formed hereby;

13.1.3.4 That it will exercise good faith and fair dealing in all dealings relating or incidental to the business of the Partner and in dealings and communications with the Partners in connection therewith;

13.1.3.5 That to the best of its knowledge, neither its officers nor its directors are subject to any threatened or pending litigation which would endanger or inhibit the Partnership's business;

13.1.3.6 That the Partners may rely without investigation on all representations and warranties contained herein; and

13.1.3.7 That to the best of its knowledge, it has complied with all federal and state employment and other requirements and is not subject to any governmental orders or actions and has no reason to believe that any fact exists which would detrimentally affect its or the Partnership's ability to conduct its business.

ARTICLE XIV INDEMNIFICATION AND EXCULPATION

14.1 **Exculpation.** No Partner in such capacity as Partner shall be liable to the Partnership for any acts of omission or commission directly related to the purpose set forth herein, unless arising from the Partner's or its Affiliate's gross negligence.

14.2 **Indemnification.** The Partnership shall indemnify each Partner for any loss or liability incurred as the result of any act of omission or commission as long as such act was within the authority granted hereby, unless arising from the Partner's or its Affiliate's gross negligence. The Partnership shall assure that all Partners are served with notice of any material claims, suits, or demands.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

15.1 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested (and simultaneously by facsimile), addressed to the parties at the respective addresses set forth below or at such other address as specified by written notice delivered in accordance herewith.

WTN: Mr. Edward J. Meegan
WTN, Inc.
87-14 116th Street
Richmond Hill, New York 11418

With a copy to: Thomas J. Korge, Esq.
Korge & Korge
230 Palermo Avenue
Coral Gables, Florida 33134

CKOR: Christopher G. Korge
CKOR Vending, LLC
230 Palermo Avenue
Coral Gables, Florida 33134

With a copy to: Thomas J. Korge, Esq.
Korge & Korge
230 Palermo Avenue
Coral Gables, Florida 33134

Blackstar: Mr. John E. Oxendine
Blackstar, LLC
2727 N. Ocean Boulevard, #A-506
Boca Raton, Florida 33431

With a copy to: John Pomeroy, Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Washington, D.C. 20036-6802

15.2 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instrument and documents as are or may become necessary or convenient to effectuate and carry out the purposes of the Partnership as specified in this Agreement.

15.3 Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms this Agreement.

15.4 Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15.5 Legal Construction. In case any one or more of the provisions contained in this Partnership Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Partnership Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.6 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

15.7 Prior Agreements Superseded. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof, and there are no other agreements between the parties with respect to the terms of this Agreement, written or otherwise, except as set forth herein.

15.8 Use of Name Upon Dissolution and Termination. The use of the name of this Partnership shall cease upon expiration, termination, or dissolution of this Partnership, except as otherwise agreed in writing by the Partners (other than any Partner responsible for such termination and dissolution under Section 10.1.3 or Section 10.1.4). This Section shall not be construed to restrict the Partners from using their own respective names in any other venture or business.

15.9 Violation of Terms. Each party shall abide by and assure that neither it, its employees, nor its Affiliates are in material breach of any provision herein contained.

15.10 Equal and Common Representation of Counsel. WTN and CKOR, on the one hand, and Blackstar, on the other hand, have had the benefit of their own legal counsel in drafting this Agreement and any rule of construction that might otherwise favor a non-drafting party will be inapplicable to any construction or interpretation of this Agreement. In an effort to minimize legal costs, WTN and CKOR have employed Kore & Korge as their common legal counsel. Each of WTN and CKOR (the "Common Clients") acknowledges that the common legal representation of the Common Clients will not adversely affect such legal counsel's responsibilities to and relationship with each of the parties, and that each of the

Common Clients has been adequately explained and fully understands the implications of the common representation and the advantages and risks involved, and that each of the Common Clients has consented to such common legal representation.

15.11 Prevailing Party Attorney Fees. In the event of a dispute hereunder, the prevailing party shall be entitled to its reasonable attorney fees and costs, including, without limitation, such fees and costs incurred in connection with any arbitration.

IN WITNESS WHEREOF, the undersigned do hereby execute this instrument as of the day first written above.

[SIGNATURES ON NEXT PAGE]

WTN, INC.

BLACKSTAR, LLC

By: Edward J. Meegan Pres.
Edward J. Meegan, President

By: John E. Oxendine
John E. Oxendine, President

July 15, 2002

CKOR VENDING, LLC

By: Christopher G. Korge
Christopher G. Korge, Managing Member

ATTACHMENT B

MINUTES

and

BY LAWS

of

W T N INC.

BLACKSTONE STATIONERS, INC. 555 Greenwich Street Hempstead, N.Y. 11550
(800) 632-2273 (516) 485-9000

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CERTIFICATE OF INCORPORATION
OF

W T N INC.

Under Section 402 of the Business Corporation Law

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

W T N INC.

SECOND: The purpose for which it is formed is as follows:

To engage in any lawful act or activity for which corporations may be formed under the Business Corporation Law provided that the corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board agency or other body, without such approval or consent first being obtained.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the corporation shall have and may exercise all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

THIRD: The office of the corporation in the State of New York is to be located in the County of Queens.


FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is 200, no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o 87-14 116th Street, Richmond Hill, NY 11418.

SIXTH: A director of the corporation shall not be liable to the corporation or its shareholders for damages for any breach of duty in such capacity except for liability if a judgment or other final adjudication adverse to a director establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that the director personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that the director's acts violated Section 719 of the Business Corporation Law; or liability for any act or omission prior to the adoption of this provision.

IN WITNESS WHEREOF, I hereunto sign my name and affirm that the statements made herein are true under the penalties of perjury.

Dated: April 26, 1993



Scott J. Schuster, Incorporator
283 Washington Avenue
Albany, New York 12206

CERTIFICATE OF INCORPORATION
OF
W T N INC.

FILER:

Benjamin Klemanowicz
1001 Franklin Avenue
Garden City, NY 11530

RECEIPT ISSUED BY SECRETARY OF STATE

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

CORPORATION NAME: W T N INC.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: QUEEN

SERVICE COMPANY : BLACKSTONE CORPORATE SERVICES

FILED: 04/27/1993 DURATION: PERPETUAL CASH #: 930427000278 FILM #: 930427000

ADDRESS FOR PROCESS

THE CORPORATION
% 87-14 116TH STREET
RICHMOND HILL, NY 11418

REGISTERED AGENT



STOCK: 200 NPV

FILER	FEES	160.00	PAYMENTS	160.00
BENJAMIN KLEMANOWICZ	FILING :	125.00	CASH :	0.00
1001 FRANKLIN AVENUE	TAX :	10.00	CHECK :	0.00
	CERT :	0.00	BILLED:	160.00
GARDEN CITY, NY 11530	COPIES :	0.00		
	HANDLING:	25.00		
			REFUND:	0.00

DS-1025 (11/87)

MINUTES OF ORGANIZATION MEETING OF

W T N INC.

The undersigned, being the sole incorporator of this corporation, held an organization meeting at the date and place set forth below, at which meeting the following action was taken:

It was resolved that a copy of the certificate of incorporation together with the receipt issued by the Department of State showing payment of the statutory organization tax and the date and payment of the fee for filing the original certificate of incorporation be appended to these minutes.

By-laws regulating the conduct of the business and affairs of the corporation, as prepared by BENJAMIN J. KLEMANOWICZ, JR., P.C. counsel for the corporation were adopted and ordered appended hereto.

The persons whose name appear below were named as directors.

The board of directors was authorized to issue all of the unsubscribed shares of the corporation at such time and in such amounts as determined by the board and to accept in payment or other property, tangible or intangible, actually received or labor or services actually performed for the corporation or for its benefit or in its formation.

The principal office of the corporation was fixed at 87-14 116th Street, Richmond Hill, New York 11418.

Dated at Richmond Hill
the 27 day of April 19 93



Sole Incorporator

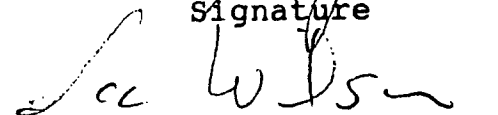
The undersigned accept their nomination as directors.

EDWARD J. MEEGAN

Type Director's Name

LEE WILSON


Signature



The following are appended to the minutes of this meeting:
Copy of certificate of incorporation, filed on 4/27/93
Receipt of department of state
By-laws

WAIVER OF NOTICE OF ORGANIZATION MEETING

OF


W T N INC.

I, The undersigned, being the Sole Incorporator named in the Certificate of Incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of Meeting 87-14 116th Street, Richmond Hill, N.Y.

Date of Meeting April 27, 1993

Time of Meeting 10:00 a.m.



Sole Incorporator

BY-LAWS

OF

W T N INC.

ARTICLE I. SHAREHOLDERS' MEETING

Section 1. Annual Meeting.

The annual meeting of the shareholders shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meetings.

Section 2. Agenda at the Shareholders' Annual Meeting.

- (a) Calling the meeting to order;
- (b) Roll call;
- (c) Reading of the minutes of the last meeting;
- (d) Reports of the Officers;
- (e) Reports of the Committees;
- (f) Election of the Directors;
- (g) Adjournment

Section 3. Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President or the Secretary at the written request of the holders of fifty percent (50%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Law.

Section 4. Place of Meetings.

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places within or without the State of New York as shall be designated in the notices or waivers of notice of such meetings.

Section 5. Notice of Meetings.

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Law, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 6. Quorum of Shareholders:

(a) Except as otherwise provided herein, or by statute, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date.

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Section 7. Voting:

(a) Except as otherwise provided by statute or by the Certificate of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon. Election of directors shall be accomplished by a candidate receiving a plurality of the votes cast at a shareholder's meeting by the shareholders entitled to vote in the election.

(b) Except as otherwise provided by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation. Upon demand of the shareholders holding ten percent (10%) in interest of the shares, present in person or by proxy, and entitled to vote, and voting shall be by ballot.

Section 8. Proxies.

Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

Section 9. Action Without a Meeting

Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders, and such resolution so signed shall be inserted in the minute book of the Corporation under its proper date.

ARTICLE II. DIRECTORS

Section 1. Number.

The affairs and the business of the Corporation, except as otherwise provided in the Certificate of Incorporation, shall be managed by the Board of Directors. The number of the directors of the Corporation shall be () unless and until otherwise determined by vote of a majority of the entire Board of Directors. The "entire Board" as used in this Article shall mean the total number of directors which the Corporation would have if there were no vacancies. The number of directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders.

Section 2. How Elected.

At the annual meeting of shareholders, the persons duly elected by the votes cast at the election held thereat shall become the directors for the ensuing year.

Section 3. Term of Office and Qualifications.

The term of office of each of the directors shall be until the next annual meeting of shareholders and thereafter until a successor has been elected and qualified. Each director shall be at least eighteen years of age.

Section 4. Duties of Directors.

The Board of Directors shall have the control and general management of the affairs and business of the Corporation unless otherwise provided in the certificate of Incorporation. Such directors shall in all cases act as a Board regularly convened by a majority, and they may adopt such rules and regulations for the conduct of their meetings, and the management and business of the Corporation as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of New York.

Section 5. Directors' Meetings.

Regular meetings of the Board of Directors shall be held immediately following the annual meetings of the shareholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time and must be called by the President or the Secretary upon the written request of two directors. All meetings, both regular and special, shall be held at the principal office of the Corporation or at such other location, within or without the State of New York, as the Board of Directors may from time to time determine.

Section 6. Notice of Meetings.

Notice of the place, day and hour of every regular and special meeting shall be given to each director by delivering the same to him personally or sending the same to him by telegraph or leaving the same at his residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each director, postage prepaid and addressed to him at the last known Post Office address according to the records of the Corporation, at least three (3) days before the meeting. No notice of any adjourned meeting of the Board of Directors needs to be given other than by announcement at the meeting, subject to the provisions of Section 7 of this Article.

Section 7. Quorum of Directors.

At any meeting of the Board of Directors, except as otherwise provided by the Certificate of Incorporation, or by these By-Laws, a majority of the Board of Directors shall constitute a quorum for the transaction of business. However, a lesser number, when not constituting a quorum, may adjourn the meeting until a quorum shall be present or represented.

Section 8. Director and Committee Action by Conference Telephone.

Any one or more members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of a conference telephone or similar equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

Section 9. Voting.

Except as otherwise provided by statute, or by the Certificate of Incorporation, or by these By-Laws, the affirmative vote of a majority of the Directors present at any meeting of the Board of Directors at which a quorum is present shall be necessary for the transaction of any item of business thereat. Any resolution in writing, signed by all of the directors entitled to vote thereon, shall constitute action by such directors to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of directors and such resolution so signed shall be inserted in the minute book of the Corporation under its proper date.

Section 10. Vacancies.

Unless otherwise provided in the Certificate of Incorporation, vacancies in the Board of Directors occurring between annual meetings of the shareholders, other than vacancies due to the removal of directors without cause, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, even though less than a quorum exists. Vacancies occurring in the Board by reason of the removal of directors

without cause may be filled only by vote of the shareholders. A director so elected shall hold office for the unexpired term of his predecessor, and until his successor has been elected and qualified.

Section 11. Removal of Directors.

Any or all of the directors may be removed, either with or without cause at any time by a vote of the shareholders at any meeting called for such purpose, and another director, or more than one may be elected by such shareholders in the place of the director(s) so removed, to serve for the remainder of the term.

Section 12. Resignation.

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective. However, such resignation will not be effective to discharge any accrued obligations or duties of a director.

Section 13. Salary.

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, provided, that nothing herein contained shall be construed to prevent any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 14. Contracts.

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

(c) However, if there was no such disclosure or knowledge, or if the vote of such interested director was necessary for the approval of such contract or transaction at a meeting of the Board or committee at which it was approved, the Corporation may avoid the contract or transaction, unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the Corporation, at the time it was approved by the Board, a committee or the shareholders.

Section 15. Committees.

The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board of Directors.

ARTICLE III. OFFICERS

Section 1. Number of Officers.

The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any officer may hold more than one office except the same person may not hold the office of President and Secretary.

Section 2. Election of Officers.

Officers of the Corporation shall be elected at the first meeting of the Board of Directors. Thereafter, and unless otherwise provided in the Certificate of Incorporation, the officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of shareholders and shall hold office for one year and until their successors have been duly elected and qualified.

Section 3. Removal of Officers.

Any officer elected by the Board of Directors may be removed, with or without cause, and a successor elected, by a vote of the Board of Directors. Any officer elected by the shareholders may be removed, with or without cause, and a successor elected, only by a vote of the shareholders. Additionally, an officer elected by the shareholders may have his authority suspended, for cause, by the Board of Directors.

Section 4. President.

The President shall be the chief executive officer of the Corporation and shall have general charge of business, affairs and property thereof, subject to direction of the Board of Directors, and shall have general supervision over its officers and agents. He shall, if present, preside at all meetings of the Board of Directors in the absence of a Chairman of the Board and at all meetings of shareholders. He may do and perform all acts incident to the office of President.

Section 5. Vice President.

In the absence of or inability of the President to act, the Vice President shall perform the duties and exercise the powers of the President and shall perform such other functions as the Board of Directors may from time to time prescribe.

Section 6. Secretary.

The Secretary shall:

- (a) Keep the minutes of the meetings of the Board of Directors and of the shareholders in appropriate books.
- (b) Give and serve all notice of all meetings of the Corporation.
- (c) Be custodian of the records and of the seal of the Corporation and affix the latter to such instruments or documents as may be authorized by the Board of Directors.
- (d) Keep the shareholder records in such a manner as to show at any time the amount of shares, the manner and the time the same was paid for, the names of the owners thereof alphabetically arranged and their respective places of residence, or their Post Office addresses, the number of shares owned by each of them and the time at which each person became owner, and keep such shareholder records available daily during the usual business hours at the office of the Corporation subject to the inspection of any person duly authorized, as prescribed by law.
- (e) Do and perform all other duties incident to the office of Secretary.

Section 7. Treasurer.

The Treasurer shall:

- (a) Have the care and custody of and be responsible for all of the funds and securities of the Corporation and deposit of such funds in the name and to the credit of the Corporation in such a bank and safe deposit vaults as the directors may designate.
- (b) Exhibit at all reasonable times his books and accounts to any director or shareholder of the Corporation upon application at the office of the Corporation during business hours.
- (c) Render a statement of the condition of the finances of the Corporation at each stated meeting of the Board of Directors if called upon to do so, and a full report at the annual meeting of shareholders. He shall keep at the office of the Corporation correct books of account of all of its business and transactions and such books of account as the Board of Directors may require. He shall do and perform all other duties incident to the office of Treasurer.
- (d) Give the Corporation security for the faithful performance of his duties in such sum and with such surety as the Board of Directors may require.

Section 8. Duties of Officers May be Delegated.

In the case of the absence of any officer of the Corporation, or for any reason the Board may deem sufficient, the Board may, except as otherwise provided in these By-Laws, delegate the powers or duties of such officers to any other officer or any director for the time being, provided a majority of the entire Board concur therein.

Section 9. Vacancies - How Filled.

Should any vacancy in any office occur by death, resignation or otherwise, the Board of Directors may appoint any qualified person to fill such vacancy, without undue delay, at its next regular meeting or at a special meeting called for that purpose, except as otherwise provided in the Certificate of Incorporation.

Section 10. Compensation of Officers.

The officers shall receive such salary or compensation as may be fixed and determined by the Board of Directors, except as otherwise provided in the Certificate of Incorporation. No officer shall be precluded from receiving any compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE IV. CERTIFICATES REPRESENTING SHARES

Section 1. Issue of Certificates Representing Shares.

The President shall cause to be issued to each shareholder one or more certificates, under the seal of the Corporation, signed by the President (or Vice-President) and the Treasurer (or Secretary) certifying the number of shares owned by him in the Corporation. Each certificate shall state upon the face thereof: (1) That the Corporation is formed under the laws of this state. (2) The name of the person or persons to whom issued. (3) The number and class of shares, and the designation of the series, if any, which such certificate represents. Any restrictions upon transfers imposed by the Corporation should be conspicuously noted on the certificate.

Section 2. Lost, Destroyed and Stolen Share Certificates.

The holder of any certificate representing shares of the Corporation shall immediately notify the corporation of any loss, destruction or wrongful taking of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate thereto issued by it, alleged to have been lost, destroyed or wrongfully taken. On production of such evidence of loss as the Board of Directors in its discretion may require, the Board of Directors may require the owner of the missing certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3. Transfers of Shares.

(a) Transfers of shares of the Corporation shall be made on the shares records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

ARTICLE V. SEAL

The seal of the Corporation shall be as follows:

ARTICLE VI. INDEMNIFICATION.

The Corporation shall indemnify any person, made a party to an action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was a director, officer, or employee of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such person is adjudged to have breached his duty to the Corporation. The Corporation shall indemnify any person made a party to an action against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, if such person acted in good faith, for a purpose which he reasonably believed to be in the best interests of the Corporation, and, in criminal actions, had no reasonable cause to believe that his conduct was unlawful. Such rights of indemnification shall not exclude other rights to which such person may be entitled.

ARTICLE VII. DIVIDENDS OR OTHER DISTRIBUTIONS

The Corporation, by vote of the Board of Directors, may declare and pay dividends or make other distributions in cash or its bonds or its property on its outstanding shares to the extent as provided and permitted by law, unless contrary to any restriction contained in the Certificate of Incorporation.

ARTICLE VIII. NEGOTIABLE INSTRUMENTS

All checks, notes or other negotiable instruments shall be signed on behalf of this Corporation by such of the officers, agents and employees as the Board of Directors may from time to time designate, except as otherwise provided in the Certificate of Incorporation.

ARTICLE IX. FISCAL YEAR

The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

ARTICLE X. AMENDMENTS

Section 1. By Shareholders.

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2. By Directors.

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, the by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto, as in this Article X above-provided, may alter, amend or repeal by-laws made by the Board of Directors; except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made therein.

ARTICLE XI. OFFICES

The offices of the Corporation shall be located in the City, County and State designated in the Certificate of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

The undersigned Incorporator certifies that he has adopted the foregoing by-laws as the first by-laws of the Corporation, in accordance with the requirements of the Business Corporation Law.

Dated: 4/27/93

Incorporator

MINUTES OF SPECIAL MEETING OF SHAREHOLDERS

OF

WTN INC.

A special meeting of shareholders of the above-captioned corporation was held on the date, time and at the place set forth in the written Waiver of Notice signed by the shareholders, fixing such time and place and prefixed to the minutes of this meeting.

The meeting was called to order by Edward J. Meegan, President and Iris Wilson, was attending, being all of the shareholders of said corporation.

Upon motion duly made, seconded and unanimously carried, Edward J. Meegan was re-elected as President and Treasurer, Iris Wilson was elected as Vice-President and Secretary.

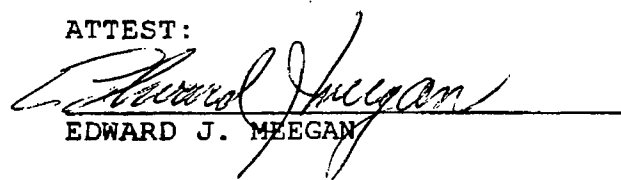
The motion was unanimously carried.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.


IRIS WILSON,

Secretary

ATTEST:

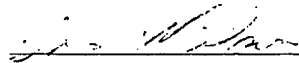

EDWARD J. MEEGAN

WAIVER OF NOTICE
OF
SPECIAL MEETING OF SHAREHOLDERS

We, the undersigned, being all of the shareholders of WTN, INC. hereby severally waive notice of the time and place of a special meeting of shareholders and consent that it be held at 87-14 116th Street, Richmond Hill, New York 11418 on June , 2002 at 11:00 o'clock in the forenoon for the transaction of any business which may lawfully come before said meeting.

Dated the day of June, 2002


EDWARD J. MEEGAN


IRIS WILSON

State of Florida



Department of State

I certify from the records of this office that WTN, INC., is a corporation organized under the laws of New York, authorized to transact business in the State of Florida, qualified on September 5, 1995.

The document number of this corporation is F95000004322.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on January 15, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of June, 2002



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

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2002 UNIFORM BUSINESS REPORT (UBR)

FILED
Jan 15, 2002 8:00 a
Secretary of State

01-15-2002 90045 050 ***150.00

DOCUMENT #	F95000004322
1. Entity Name WTN, INC.	

Principal Place of Business 87-14 116TH STREET RICHMOND HILL NY 11418	Mailing Address 87-14 116TH STREET RICHMOND HILL NY 11418
---	---

2. Principal Place of Business	3. Mailing Address
Suite, Apt. #, etc.	Suite, Apt. #, etc.
City & State	City & State

Zip	Country	Zip	Country
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4. FEI Number 11-3157473	Applied For <input type="checkbox"/>	Not Apply <input type="checkbox"/>
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5. Certificate of Status Desired <input type="checkbox"/>	\$8.75 Additional Fee Required
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6. Name and Address of Current Registered Agent BLAQUE BLAQUE, INGRID 44 COCONUT ROW PALM BEACH FL 33480	7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code
--	--

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so. (See criteria on back) <input type="checkbox"/>	FILE NOW!!! FEE IS \$150.00 After May 1, 2002 Fee will be \$550.00 Make Check Payable to Department of State	10. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees
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11. OFFICERS AND DIRECTORS		12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PCT MEEGAN, EDWARD J 44 COCONUT ROW PALM BEACH FL 33480 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VSV WILSON, IRIS 8 CHIPPEWA COURT SUFFERN NY 10901 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Add
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13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 changed, or on an attachment with an address, with all other like empowered.

[Handwritten Signature] 138



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 25, 2002

STACIE JOYNER
DOW, LOHNES & ALBERTSON
1200 NEW HAMPSHIRE AVENUE, N.W., STE 800
WASHINGTON, DC 20036-6802

The Articles of Organization for BLACKSTAR, LLC were filed on April 22, 2002, and assigned document number L02000009903. Please refer to this number whenever corresponding with this office.

In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

The certification you requested is enclosed.

A limited liability annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability to notify this office.


Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 202A00025257

139

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of BLACKSTAR, LLC, a limited liability company organized under the laws of the state of Florida, filed on April 22, 2002, as shown by the records of this office.

The document number of this limited liability company is L02000009903.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fifth day of April, 2002



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**ARTICLES OF ORGANIZATION
FOR
BLACKSTAR, LLC**

ARTICLE I: NAME

The name of the Limited Liability Company is **Blackstar, LLC** (hereafter referred to as the "LLC").

ARTICLE II: ADDRESS


The mailing address and street address of the principal office of the LLC is the following:
2727 North Ocean Boulevard, Apt. A-506, Boca Raton, Florida 33431.

ARTICLE III: REGISTERED AGENT, REGISTERED OFFICE, &
REGISTERED AGENT'S SIGNATURE

The name and the Florida street address of the registered agent are:


John E. Oxendine
2727 North Ocean Boulevard Apt. A-506
Boca Raton, FL 33431

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.


John E. Oxendine, Registered Agent

ARTICLE IV: MANAGEMENT

☒ The LLC is to be managed by one or more managers and is, therefore, a manager-managed company.


John E. Oxendine, Member

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

FILED
APR 22 PM 1:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**OPERATING AGREEMENT
OF
BLACKSTAR, LLC**

This OPERATING AGREEMENT (the "**Agreement**") of BLACKSTAR, LLC, a Florida limited liability company (the "**Company**"), is dated April 22, 2002 (the "**Effective Date**"), between JOHN E. OXENDINE, a Florida resident ("**JEO**"), as the initial member (the "**Member**"), and the Company.

RECITALS:

A. The Member formed the Company in accordance with the provisions of the Florida Limited Liability Company Act, as evidenced by the Articles of Organization filed on the date hereof with the Department of State of the State of Florida.

B. The Member and the Company desire to set forth herein their agreement concerning the Member's capital contributions to the Company and the operation and management of the Company.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

1. PURPOSES AND POWERS.

1.1 Purposes. The purposes of the Company shall be to carry on any lawful business and to conduct any related activities permitted under the FL-LLC Act (as defined in Section 2 hereof).

1.2 Powers. The Company shall have the power to do any and all acts and things necessary, appropriate, advisable, or convenient for the furtherance and accomplishment of the purposes of the Company, including to engage in any kind of activity and to enter into and perform obligations of any kind necessary to or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and obligations may be lawfully engaged in or performed by a limited liability company under the FL-LLC Act.

2. DEFINED TERMS. For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the meanings herein specified:

2.1 "**Adjusted Book Value**" means, with respect to any asset, such asset's adjusted basis for Federal income tax purposes, with such exceptions and adjustments thereto as shall be deemed necessary or appropriate by the Manager.

2.2 **"Capital Account"** means that separate Capital Account to be maintained by the Company for the Member. The Capital Accounts of the Company are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or the Member), are computed in order to comply with such Regulations, the Manager may make such modifications as he shall deem necessary or appropriate, including to maintain equality between the Capital Account of the Member(s) and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g).

2.3 **"Capital Contribution"** means, with respect to any Member, the actual dollar value of any money (i.e., U.S. Dollars) and the initial Adjusted Book Value of any property (tangible and intangible, other than money) contributed to the capital of the Company by a Member.

2.4 **"Code"** means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of succeeding law).

2.5 **"Insolvency"** means, with respect to any Person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver or liquidator of all or any substantial part of such Person's properties; (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, for 120 days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person's properties without such Person's agreement or acquiescence, which appointment is not vacated or stated for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated; or (viii) such Person admitting in writing its inability to pay its debts as they come due.

2.6 **"FL-LLC Act"** means the Florida Limited Liability Company Act, as amended (or any corresponding provision or provisions of succeeding law).

2.7 **"Net Cash Flow"** means for each Tax Year of the Company:

(a) All cash receipts as shown on the books of the Company (excluding, however, capital contributions from Member, net proceeds to the Company from the sale or the

disposition of substantially all of the Company's assets, condemnation proceeds, and excess title, property, casualty or liability insurance proceeds, if any, for the restoration or repair of the Company assets), reduced by (i) cash disbursements for Company purposes including interest and principal upon loans, and (ii) all cash reserves set aside by the Manager which he deems necessary, in the exercise of the Manager's sole and absolute discretion, to accomplish the Company business; plus

(b) Any other funds, including amounts previously set aside as reserves by the Manager, deemed available, in his sole and absolute discretion, for distribution as Net Cash Flow.

2.8 **"Person"** means an individual, corporation, limited liability company, association, general partnership, limited partnership, limited liability partnership, joint venture, trust, estate, or other entity or organization.

2.9 **"Profit"** and **"Loss"** means, for each Tax Year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Section 703(a) of the Code, with such adjustments thereto as the Manager shall deem necessary or appropriate.

2.10 **"Regulations"** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.11 **"Tax Matters Member"** means JEO, who shall serve as the tax matters partner as defined in Section 6231(a)(7) of the Code.

2.12 Terms Defined Elsewhere in this Agreement. In addition to the defined terms in the preamble, recitals and above in this Section 2, the following is a list of terms used in this Agreement and a reference to the section hereof in which such term is defined:

<u>Term</u>	<u>Section</u>
CEO	Section 4.2
Fiscal Year	Section 5.10
Interest	Section 3.2
Manager	Section 4.1
Membership Interest	Section 3.2
Notice	Section 9.4
Officers	Section 4.2
Tax Year	Section 5.10

3. MEMBERS - STATUS, RIGHTS AND OBLIGATIONS.

3.1 Members. The member of the Company is JEO, and the business and notice address of each such Member is set forth on Exhibit A.

3.2 Membership Interests. The Member's percentage of ownership interest in the Company, hereinafter referred to generally as an "**Interest**" or a "**Membership Interest**," shall be as set forth on Exhibit A as amended from time to time.

3.3 Restrictions on Transfer of Interests. No Member may sell, dispose, alienate, hypothecate, encumber or otherwise transfer his Membership Interest in the Company without prior written consent of Member(s) owning seventy-five percent (75%) of the Membership Interests; provided, however, that such prior written consent may be given in accordance with the terms of a pledge or similar agreement executed by all the Member(s) to secure financing provided to the Company. In such event, the Membership Interests in the Company shall be transferable in accordance with the terms of such pledge or similar agreement.

3.4 Other Activities. Except as expressly otherwise provided herein, any Member may engage in or possess any interest in other business and real estate ventures of any nature and description, independently or with others, even if such activity competes directly with the business of the Company and neither the Company nor any Member hereof shall have any rights in or to any such independent venture or the income or profits derived therefrom.

3.5 No Right to Withdraw. No Member shall have any right to voluntarily resign or otherwise withdraw from the Company without the written consent of the other Member(s) of the Company.

4. MANAGEMENT OF THE COMPANY.

4.1 Management Rights Generally. The responsibility and control of the management and conduct of the Company's day-to-day activities and operations shall be vested in the manager (the "**Manager**") and in such Officers as the Manager may appoint in his discretion. The holder(s) of a majority of the Membership Interests shall have the right, from time to time, as such holder(s) deem necessary or advisable, to appoint the Manager, or to remove the then currently serving Manager and to appoint a replacement Manager therefor, and do hereby appoint JEO as the initial Manager of the Company.

4.2 Officers. The Manager may appoint officers of the Company ("**Officers**"), from time to time, as the Manager deems necessary or advisable. The Manager hereby appoints JEO as the President and Chief Executive Officer ("**CEO**"), and Rekha C. Henderson as the Treasurer, of the Company. The Manager may remove the President or the Treasurer or any other Officer, from time to time, as the Manager deems necessary or advisable. The Manager may, in its discretion, delegate certain day-to-day management functions, powers and duties to the President, Treasurer or any other appointed Officer. Notwithstanding the foregoing, no Officer shall have any power or authority outside the normal day-to-day business of the Company to bind the Company by any contract or engagement or to pledge its credit or to render it liable in connection with any transaction unless expressly so authorized by the Manager.

4.3 Responsibilities of the Manager and Officers. The Manager shall have all powers necessary to manage and control the day-to-day activities and operations of the Company, including the power to cause the Company to take any of the actions described in Section 2.6 to

the extent necessary, convenient or incidental to the accomplishment of the purposes of the Company. The powers of the Manager, which the Manager may delegate as he deems appropriate to any or all of the Officers of the Company, shall include the power on behalf of the Company to:

- (a) acquire by purchase, lease, or otherwise any real or personal property;
- (b) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease real and personal property;
- (c) sell or exchange all or any part of the property and assets of the Company for property, cash, or on terms, or any combination thereof;
- (d) execute and modify leases and other agreements, and execute and modify options, licenses, or agreements with respect to any of the assets or the business of the Company;
- (e) obtain loans, secured and unsecured, for the Company and secure the same by mortgaging, assigning for security purposes, pledging, or otherwise hypothecating, all or any part of the property and assets of the Company (and in connection therewith to place record title to any such property or assets in the name or names of a nominee or nominees);
- (f) draw, make, accept, endorse, sign, and deliver any notes, drafts, or other negotiable instruments or commercial paper;
- (g) establish, maintain, and draw upon checking, savings, and other accounts in the name of the Company in such banks or other financial institutions as the Manager may from time to time select;
- (h) employ, fix the compensation of, oversee, and discharge agents and employees of the Company as it shall deem advisable in the operation and management of the business of the Company, including but not limited to such accountants, attorneys, architects, consultants, engineers, and appraisers, on such terms and for such compensation, as the Manager shall determine;
- (i) enter into management agreements with third parties pursuant to which the management, supervision, or control of the business or assets of the Company may be delegated to third parties for reasonable compensation;
- (j) enter into joint ventures, general or limited partnerships, limited liability partnerships, limited liability companies, or other agreements relating to the Company's purposes;
- (k) compromise any claim or liability due to the Company;
- (l) execute, acknowledge, verify, and file any notifications, applications, statements, and other filings that the Manager considers necessary or desirable to be filed with any state or federal securities administrator or commission;

(m) execute, acknowledge, verify, and file any and all certificates, documents, and instruments that the Manager considers necessary or desirable to permit the Company to conduct business in any state in which the Manager deems advisable;

(n) do any or all of the foregoing, discretionary or otherwise, through agents selected by the Manager and compensated or uncompensated by the Company; and

(o) take any other actions and execute any other contracts, documents, and instruments that it deems appropriate to carry out the intent of this Agreement and the purposes of the Company.

4.4 Duties of the Manager and Officers. The Manager or any Officers to which the Manager delegates such duties, on behalf of and at the expense of the Company, shall perform their duties as follows:

(a) file and publish all certificates, statements, and instruments, and all amendments thereto, that are required by law for the formation, continuation, and operation of the Company as a limited liability company in the State of Florida and for the qualification or registration of the Company to do business as a foreign limited liability company in any other jurisdiction necessary;

(b) pay any uncontested taxes, charges, and assessments that are levied, assessed, or imposed upon the Company or its property, as they become due;

(c) discharge in good faith the duties and obligations of the Company under any agreement, contract, or other document to which it is a party;

(d) oversee the management of any business acquired, owned, or operated by the Company, including matters relating to employment and financing; and

(e) maintain complete and accurate books of account of the Company's affairs and all other records required to be maintained by the Company.

4.5 Reimbursement. All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member(s) shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

4.6 Limitation of Liability of Members. The liability of any Member to the Company or to any other Member(s) shall be eliminated, to the maximum extent possible pursuant to the laws of the State of Florida and the FL-LLC Act.

5. CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBER(S).

5.1 Cash Capital Contributions. The agreed capital contributions of the Member(s) are as set forth on Exhibit A.

5.2 No Interest Upon Contributions. No Member shall be entitled to interest on its capital contribution.

5.3 Return of Capital Contributions. No Member shall be entitled to withdraw any part of its Capital Contribution of its Capital Account or to receive any distribution from the Company, except as specifically provided in this Agreement. Except as otherwise provided herein, there shall be no obligation to return to any Member or withdrawn Member any part of such Member's Capital Contributions to the Company for so long as the Company continues in existence. If the Company is continued by agreement of the remaining Member(s) upon the death, disability, or withdrawal of a Member, the former member shall continue to receive the share of distributions and return of capital at such time and in such manner as such party would have received distributions had such former party remained a Member of the Company.

5.4 No Right to Distributions in Kind. Except as otherwise provided herein, no Member shall be entitled to demand and receive property other than cash in return for such member's Capital Contributions to the Company.

5.5 Loans Not to be Treated as Capital Contributions. Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing Member.

5.6 Limited Liability. Except as provided in this Agreement, no Member shall be required under any circumstances to contribute or lend any money or property to the Company.

5.7 No Right to Priority. Except as otherwise provided herein, no Member shall have any priority over any other Member(s) as to the return of such Member's contributions to capital.

5.8 Limitations on Return of Capital Contributions. No Member shall have the right to receive, and the Manager shall not have the right to make, a distribution which includes a return of all or part of a Member's contributions to the capital of the Company, unless after giving effect to such return of a Capital Contribution, all Company liabilities, other than the liabilities to a Member for the return of such Member's contribution, do not exceed the net fair market value of the Company's assets.

5.9 No Withdrawal. A Member shall not be entitled to withdraw any part of such Member's Capital Account or to receive any distributions from the Company, except as specifically provided in this Agreement, and no Member shall be required or entitled to make any additional Capital Contributions to the Company other than as provided herein.

5.10 Tax Year and Fiscal Year. The tax year of the Company shall be the taxable year required by Section 706 of the Code (the "Tax Year"). The fiscal year of the Company shall be the same as the Tax Year (the "Fiscal Year").

6. DISTRIBUTIONS OF CASH AND PROPERTY.

6.1 Priority of Distribution. The Net Cash Flow of the Company for a fiscal year shall be paid out to each Member according to the following:

(a) First to the Members, in proportion to the respective amounts required to be distributed to each such Member pursuant to this Section 6.1(a), until each Member has received aggregate distributions pursuant to this Section 6.1(a) equal to such Member's Capital Contribution; and

(b) Thereafter to the Members in accordance with the percentages set forth next to each Member's name under the column in Exhibit A titled "Membership Interest in the Company," as the same may be amended in accordance with the terms of this Agreement from time to time on an annual basis or at such shorter intervals as the Manager shall determine.

6.2 Distribution of the Proceeds of Sale or Refinancing. In the event that the Manager determines that all or any part of the proceeds of a sale, or of a financing or refinancing secured by the assets of the Company, are excess to the needs of the Company, such excess proceeds shall be distributed to the Member(s) in accordance with the priority of distributions set forth in Section 6.1.

6.3 Distribution Upon Dissolution.

(a) Distribution Upon Termination. In the event of a dissolution of the Company requiring the winding up of its business, the Manager (or in the event that the Manager is unable to perform the services specified in this Section 6.3(a), a special liquidator appointed by a majority in Interests of the Members) shall file a certificate of cancellation in accordance with the FL-LLC Act and shall immediately commence to wind up Company affairs and shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and after the allocation of Profit or Loss in accordance with Section 7.2 hereof, the proceeds shall be applied and distributed in the following order of priority:

(1) First, to the payment of the debts and liabilities of the Company in accordance with their respective order of priority (including any loans or advances that may have been made by any of the Member(s) to the Company and any earned and unpaid compensation due to the Manager and other employees thereof) and the expenses of liquidation;

(2) Second, to the creation of any reserves which the Manager or the representative of the Member(s) may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company or of the Manager arising out of or in connection with the business and operation of the Company; and

(3) Third, if one or more of the Members has a positive balance in his Capital Account, then among the Members in the proportion that the positive balance of each Member's Capital Account bears to the aggregate of such positive balances after distributions of Net Cash Flow, net cash from sales and refinancings and allocations of Profits and Losses.

(b) Negative Capital Account Balances on Termination. No Member shall be required to pay to the Company or to any other Member(s) any deficit or negative balance which may exist from time to time in such Member's Capital Account.

7. FEDERAL AND STATE TAX MATTERS.

7.1 Maintenance of Members' Capital Accounts. With respect to each Member, a separate Capital Account for such Member shall be established and maintained throughout the full term of the Company in accordance with applicable Treasury Regulations that must be complied with in order for the allocations of taxable profits and losses provided in this Agreement to have "economic effect" under applicable Treasury Regulations.

7.2 Allocations of Taxable Profits, Losses and Credits of the Company. Profits and Losses for any Taxable Year shall be allocated to the Members in proportion to their Interests.

7.3 Other Allocation Rules. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code Section 706 and the Regulations thereunder. All allocations to the Members pursuant to this Section 7 shall, except as otherwise provided, be divided among them in proportion to the Interests held by each. The Members are aware of the income tax consequences of the allocations made by this Section 7 and hereby agree to be bound by the provisions of this Section 7 in reporting their shares of Company income and loss for income tax purposes.

7.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Adjusted Book Value.

In the event the Adjusted Book Value of any Company asset is adjusted pursuant to Section 2.1 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Adjusted Book Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations referred to in this Section 7.4 shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 7.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

7.5 Accounting Matters. The Company shall adopt such methods of accounting and file its tax returns on the methods of accounting determined by the Manager upon the advice of the certified public accounting firm servicing the books and records of the Company.

7.6 Tax Elections. The Manager, in the exercise of his reasonable discretion, may cause the Company to make or revoke all tax elections provided for under the Internal Revenue Code.

8. TERM AND TERMINATION OF THE COMPANY.

8.1 Term of the Company. The term of the Company commenced on the date of the filing of the Articles of Organization with the Department of State of the State of Florida, and shall continue in existence in perpetuity unless dissolved or terminated as provided in this Agreement.

8.2 Events of Termination. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of all Members to dissolve and terminate the Company;
- (b) The adjudication of the Company as insolvent or bankrupt;
- (c) Upon the liquidation, termination, resignation, death, insanity, or insolvency or other bankruptcy (within the scope of Section 8.2(b) above) of a Member unless, within 90 days of such event, all of the remaining Members agree to continue the Company, in which event the Company shall not be dissolved and the Company and the business of the Company shall be continued;
- (d) When so determined in accord with other specific provisions of this Company Agreement; or
- (e) As otherwise required by Florida law.

8.3 Conclusion of Affairs. In the event of the dissolution of the Company for any reason, the Manager shall proceed promptly to wind up the affairs of and liquidate the assets of the Company. Except as otherwise provided in this Agreement, the Member(s) shall continue to share distributions and tax allocations during the period of dissolution in the same manner as before the dissolution. The Manager shall have reasonable discretion to determine the time, manner, and terms of any sale or sales of Company property pursuant to a liquidation having due regard to the activity and the condition and relevant market and general financial and economic conditions and consistent with his fiduciary obligations to the Member(s).

8.4 Liquidating Distributions. After paying or providing for the payment of all debts or liabilities of the Company and all expenses of liquidation, and subject to the right of the Manager to set up such reserves as it may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the Members in accordance with this Agreement. No Member(s) shall have any right to demand or receive property other than cash upon termination and dissolution of the Company; however, the

Manager shall have the right to distribute assets in kind, valued at the then estimated fair market value of such assets, as a liquidating distribution to the Member(s).

8.5 Termination. Within a reasonable time following the completion of the dissolution of the Company, the Company shall supply to each of the Members a statement that shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all Company assets, the Company shall terminate, and JEO shall have the authority to execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

9. ADMINISTRATIVE PROVISIONS.

9.1 Principal Office. The initial registered and principal office of the Company in Florida is 2727 North Ocean Boulevard, Apt. A-506, Boca Raton, Florida 33431, and JEO is hereby appointed as the registered agent of the Company in the State of Florida. The Company may have such additional offices as the Manager may deem advisable.

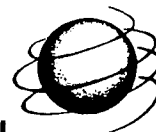
9.2 Bank Accounts. Funds of the Company shall be deposited in account(s) of a type, in form and name and in a bank(s) or other financial institution(s) as the Manager shall deem appropriate. The Manager shall arrange for the appropriate conduct of such accounts. Funds may be withdrawn from such accounts only for bona fide and legitimate Company purposes and may from time to time be invested in such short-term securities, money market funds, certificates of deposit, or other liquid assets as the Manager shall deem appropriate.

9.3 Books and Records.

(a) At all times during the term of the Company, the Manager shall keep, or cause to be kept, full and faithful books of account, records and supporting documents, which shall reflect, completely, accurately and in reasonable detail, each transaction of the Company. The books of account shall be maintained and tax returns prepared and filed on the method of accounting determined by the Manager. The books of account, records, and all documents and other writings of the Company shall be kept and maintained at the principal office of the Company. Each Member or his designated representative shall, upon reasonable notice to the other Member(s), have access to such financial books, records, and documents during reasonable business hours and may inspect and make copies of any of them at his own expense.

(b) The Manager shall cause the Company to keep at its principal office the following: (i) a current list of the full name and last known business address of each Member; (ii) a copy of the Certificate of Formation and this Agreement, and all amendments thereto; and (iii) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years.

9.4 Notices. Unless otherwise provided herein, any offer, acceptance, election, approval, consent, certification, request, waiver, notice or other communication required or



WTN, INC.

Appendix A, Paragraph 10, sub-paragraph 2
Description of the General Development of Bidders Business:

Executive Summary:

WTN, Inc. was founded in 1993 and is a privately held corporation. The stockholders are Edward J. Meegan (50%) and Iris M. Wilson (50%). WTN, Inc. is a fulfillment company specializing in implementing and monitoring all aspects of telecommunications businesses encompassing prepaid phone cards, one plus and zero plus services for retail and hotel businesses. WTN, Inc. utilizes top tier long distance carriers and has a long relationship with MCI WorldCom and Qwest Communications.

Experience:

PrePaid Phone Cards

Operated phone card vending machines at MIA since 1996
Expanded our vending machines from 8 to 27 machines
Offers very competitive rates per minute to customers
Develops and coordinates customized cards requirements
Manages entire phone card inventory control
Provide toll free twenty-four hour industry recognized customer service.
Expanded sales to include mass market accounts.

1+ Service

Offers the lowest rates in the industry for our customers
All savings on 1+ are passed on to the customers

Operator Service

Offer the most aggressive commission structures for 0+ traffic
Provide monthly management reports detailing the calls made from the property.

Accounts Services:

Since 1994 to the present, WTN has provided prepaid phone cards to retail stores, currency exchanges, airlines, and hotels. Some of WTN's accounts have been and are the US Marine Corps, Seven-Eleven Hawaii (58 stores), Food Pantry Hawaii (40 stores), Terminal Rexall Pharmacy Miami (6 stores), Ice Currency Exchange in Miami, Orlando and Houston, Miami Seaquarium, American Express Ticket Counters, Gift Shops in Jackson Memorial Hospital Miami, Holiday Inn NY, Howard Johnson NY and Globe Hotel San Francisco, Swiss International Airlines, Sabena Airlines, American Airlines, United Airlines and Air France, and Exxon Oil Company.

Other Ventures:

At present, Edward J. Meegan owns 42 ½ % of Universal Handling Systems Baggage Wrap Company presently operating in Delta Airlines Terminal Buildings at New York's JFK International Airport.

Prior to 1993, Edward J. Meegan owned and operated Meegan Services Inc., a hotel reservation company at JFK International Airport and Boston's Logan Airport for 30 years. Mr. Meegan has 39 years experience at major international airports.

87-14 116th Street
Richmond Hill, NY 11418
Tel: 718-849-6000 Toll Free: 800-472-6699 Fax: 718-849-5710
E-Mail: W8714@aol.com

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DBE

ATTACHMENT G

**LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION**

To: MDAD

Project: Prepaid Phone Card Vending Machine

Contact Number: MDAD0003 Total % of Bidder/Proposal 21%

The undersigned holds DBD Certificate No. 6489 expiring on, April 20 05

The undersigned intends to perform the following work in connection with the above Bid/
Proposal (Describe): _____

Description of Services	% of Bid/Proposal
<u>Monitor signage on vending machines.</u>	<u>21%</u>
<u>Supervise movements of each vending machine.</u>	
<u>Supervise maintainance of vending machines.</u>	
<u>Supervise loading and reloading of machines.</u>	
<u>Supervision of deposits of cash received in sale of prepaid phone cards at MIA.</u>	
<u>Coordinate relations with employees of and consultants for MDAD responsible for</u>	
<u>oversight of partnership performance under the contract.</u>	

Total % 21%

Signature John E. Oxendine

Date July 15, 2002

Print Name John E. Oxendine

Title President

DBE Firm Blackstar LLC



Appendix A, Paragraph 10, sub-paragraph 4
Business Relationships

Pursuant to Contract Permit PX-507, Customer No. WTN166 of the Dade County Aviation Department, WTN supplies and operates prepaid phone card vending machines at Miami International Airport since 1996 to the present totaling 6 years. The Gross Revenue for each year is as follows:

2001	\$ 813,060.00
2000	\$ 951,890.00
1999	\$1,119,890.00
1998	\$ 789,200.00
1997	\$ 439,090.00
1996	\$ 209,041.00

WTN also receives revenue, as a result of conducting business with Terminal Rexall Pharmacy, Ice Currency Exchange and Universal Exchange, tenants of Miami International Airport, from prepaid phone card sales at those locations.

WTN, Inc. supplies custom prepaid phone cards to their retailers at wholesale prices enabling the retailer to resell at a retail price.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE NAME: Blackstar LLC

ADDRESS: 2727 N. Ocean Blvd.
Boca Raton, FL 33431

NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
--	---	-------------------	------------------

(A)

(B) See Attachment

(C)

NOTES:
USE A SEPARATE SHEET FOR EACH DBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

JOHN E. OXENDINE

**Owner, President & CEO
Blackstar, Inc.**

**Owner, Chairman & CEO
Broadcast Capital, Inc.**

John E. Oxendine is President and CEO of Blackstar, Inc., a Florida corporation established in June 1998 to provide consulting services and explore entrepreneurial investment opportunities in the communications industry.

In January 1999, Mr. Oxendine purchased 75% of the stock of Broadcast Capital, Inc. ("BCI"), a Small Business Investment Company that was formerly a non-profit subsidiary of Broadcast Capital Fund, Inc. ("BCFI"). BCI was converted to a for-profit entity with BCFI holding 25% of the stock. BCI has an investment portfolio of approximately ten (10) radio stations nationwide.

Mr. Oxendine was also Founder and Chairman of Blackstar Communications, Inc., incorporated in 1987, which had as its principal business the acquisition, ownership and operation of commercial television stations. Blackstar Communications, Inc. acquired its first two television stations in a simultaneous closing on April 20, 1988: WMOD-TV, Ch. 43 (which later became WBSF), Melbourne, Florida (Orlando-Daytona Beach, Melbourne DMA) was acquired from Press Broadcasting and KHSP-TV, CH. 22 (which later became KBSP-TV), Salem, Oregon (Portland DMA) was acquired from Home Shopping Network ("HSN"). A year later, in July 1989, Blackstar acquired WITH-TV, Ch. 31 (which later became WBSX-TV), Ann Arbor, Michigan (Detroit DMA) from FAB Communications. WBSF, KBSP and WBSX are affiliates of the Home Shopping Network, Inc. ("HSN").

In the fall of 1994, Mr. Oxendine launched Blackstar, LLC, which acquired KEVN-TV, Ch. 7, Rapid City, South Dakota, and its full power satellite KIVV-TV, Ch. 5, Lead-Deadwood, South Dakota. The two stations are part of the Rapid City DMA and were acquired in a stock purchase from Heritage Media Corporation on February 7, 1996.

Both Blackstar Communications, Inc. and Blackstar LLC were sold in 1998.

From 1981-1995, Mr. Oxendine served as President of Broadcast Capital Fund, Inc. (BROADCASTCAP), a non-profit venture capital company which arranges financing for minorities to acquire radio and television stations. Under Mr. Oxendine's leadership, approximately \$17 million were committed to over 47 broadcast properties leveraging total capitalization in these companies to an amount in excess of \$79 million.

Prior to joining BROADCASTCAP in 1981, Mr. Oxendine was Assistant Chief of the Financial Assistance Division-FSLIC of the Federal Home Loan Bank Board. For a period of one year, he was also Acting Chief of the Division. His responsibilities included the management of a \$832 million portfolio of assistance agreements, negotiations with problem savings and loan institutions and overall division supervision. From 1974 to

1979, he was an Assistant Manager at the First National Bank of Chicago, with overseas assignments in London and Mexico. From 1972 to 1974, he was with Korn Ferry Associates in Los Angeles and from 1971 to 1972, he was with Fry Consultants in San Francisco. At Korn Ferry, he established a San Francisco-based equal opportunity search group and at Fry Consultants, specialized in creating management systems for community programs in the Pacific Northwest. He also served as a management Advisor to the Bedford-Stuyvesant Restoration Corporation in New York City, and as a teacher in the New York City Public School System, where he taught and counseled underachieving and socio-economically disadvantaged youth.

Mr. Oxendine, a native of New York City, received a MBA from Harvard University, Graduate School of Business. He attained the rank of Staff Sergeant in the United States Marine Corps Reserve, working in the area of military intelligence as a Russian Language Specialist. He also served as a Peace Corps Volunteer in Santiago, Chile.

Mr. Oxendine is the recipient of numerous awards and honors, including the John Hay Whitney Fellowship while at Harvard University, and induction in the Hunter College Hall of Fame and the Minority Media and Telecommunications Council Hall of Fame. He served on many professional and civic boards, including the Medlantic Healthcare Group (Washington Hospital Center), Family and Child Services of Washington, DC, the Interracial Council for Business Opportunity, the Monterey Institute of International Studies, The Washington Tennis Foundation, and the National Capital Area YMCA. He also was a member of the boards of HSN, Inc. (now USA Networks, Inc.), a publicly traded company, and the Medical University of South Carolina Foundation for Research Development. Mr. Oxendine is currently a member of the boards of the Black Student Fund, the Lockhart Group of Companies, Paxson Communications Corporation, and Southwest Power Pool. He has published articles on such subjects as minority marketing, broadcast station ownership and profit motivation. Mr. Oxendine has a working knowledge of Spanish and has studied the Russian language.

John E. Oxendine
2727 N. Ocean Blvd., #A-506
Boca Raton, Florida 33431
Office: (202) 496-9250
Residence: (561) 368-6636

PROFESSIONAL EXPERIENCE

**June 1990-
Present**

PRESIDENT & CEO

BLACKSTAR, INC.
Boca Raton, FL

Blackstar, Inc, was created to provide consulting services and explore entrepreneurial investment opportunities within the communications industry.

**January 1999-
Present**

OWNER, CHAIRMAN & CEO

BROADCAST CAPITAL, INC.
Washington, DC

Broadcast Capital, Inc. ("BCI"), a Small Business Investment Company, was formerly a non-profit subsidiary of Broadcast Capital Fund, Inc. ("BCFI"). John Oxendine purchased 75% of BCI's stock and converted the company to a for-profit entity with BCFI holding 25%. BCI has an investment portfolio of approximately ten (10) radio stations nationwide.

**September 1994-
June 1998**

FOUNDER, CHAIRMAN & CEO

BLACKSTAR, LLC
Washington, DC

Blackstar, LLC was formed in October 1994 with Fox Broadcasting to purchase television stations. It acquired KEVN-TV, Ch. 7 in Rapid City, South Dakota and its satellite KIVV-TV, Ch. 5 in Lead-Deadwood, South Dakota.

October 1987-

FOUNDER, CHAIRMAN & CEO

BLACKSTAR COMMUNICATIONS, INC.
Washington, DC

Blackstar Communications, Inc. was incorporated in Delaware on October 30, 1987 and acquired its first two stations in a simultaneous closing in April 1988. Station acquisitions included: WBSF-TV, Ch. 43, serving the Orlando-Daytona Beach, Melbourne DMA; KBSP-TV, CH. 22, serving the Portland DMA. In July 1989, Blackstar acquired WBSX-TV, Ch. 31, which covered the Detroit DMA. WBSF, KBSP and WBSX were all affiliates of the Home Shopping Network, Inc. ("HSN").

Resume of John Oxendine

Worked with General Manager of First Chicago International Banking Corporation in New York City, designed an internal financial control system, prepared budgets and conducted the initial feasibility study for the New York foreign exchange operation in New York City.

Marketed Bank services to multinational customers and developed loan packages to satisfy their import/export and other financing needs while working for the Bank's Multinational Lending Group.

Directed the marketing, as well as the local correspondent banking program in Mexico City. Activities included: identifying potential customers analyzing their financial condition; evaluating their financial need; and preparing lending packages to meet those needs.

January 1972-
March 1974

SENIOR ASSOCIATE

KORN FERRY ASSOCIATES
Los Angeles, California

Responsibilities: Directed the Equal Employment Opportunity practice in the Los Angeles and San Francisco offices. Responsibilities included locating, evaluating and selecting qualified minority candidates for middle management and senior level positions in large corporations; conducting research on personnel needs and job qualifications for client corporations.

June 1971-
January 1972

MANAGEMENT CONSULTANT

FRY CONSULTANTS
San Francisco, California

Responsibilities: Directed the Fresno, Portland and San Diego Model Cities Management Assistance Program for the U.S. Department of Labor. Also, designed and implemented a comprehensive financial program monitoring system for the Los Angeles Concentrated Employee Program.

December 1968-
June 1969

MANAGEMENT ADVISOR

**BEDFORD-STUYVESANT RESTORATION
CORPORATION**
New York, New York

Responsibilities: Performed market feasibility and start-up needs analysis for 13 minority-owned businesses. Also assisted in developing banking relationships and preparing operating plans, budgets and marketing strategies for those new companies.

Resume of John E. Oxendine

July 1967-
December 1968

STAFF SERGEANT

UNITED STATES MARINE CORP

Responsibilities: As a Russian Language Specialist, worked in the area of military intelligence. (Active Duty, July 1967 – December 1968, and Active Reserve, December 1968 – July 1973).

October 1965 -
July 1967

TEACHER

**NEW YORK BOARD OF EDUCATION
New York, New York**

Responsibilities: Taught and counseled under-achieving and disadvantaged children, with special emphasis on remedial reading and basic English.

March 1965-
October 1965

PEACE CORPS VOLUNTEER

**PEACE CORPS
Santiago, Chile**

EDUCATION:

Harvard University
Graduate School of Business
MBA (Marketing Finance), 1971

Hunter College
BA (Political Science), 1965

Bronx High School of Science, 1959

PROFESSIONAL HONORS/AWARDS:

Hunter College Alumni Hall of Fame, 1987
John Hay Whitney Fellowship, 1970 – 1971
Minority Media and Telecommunication Council
Hall of Fame, 2001

BOARD MEMBERSHIPS:

Mr. Oxendine is the recipient of numerous awards and honors, including the John Hay Whitney Fellowship while at Harvard University, and was inducted in the Hunter College Alumni Hall of Fame. He served on many professional and civic boards, including the Medlantic Healthcare Group (Washington Hospital Center), Family and Child Services of Washington, DC, the Interracial Council for Business Opportunity (ICBO), the Minority Media and Telecommunications Council (MMTC), the Monterey Institute of International Studies, The Washington

Resume for John E. Oxendine

Tennis Foundation, and the National Capital Area YMCA. He also was a member of the boards of HSN, Inc. (now USA Networks, Inc.), a publicly traded company, and the Medical University of South Carolina Foundation for Research Development. Mr. Oxendine is currently a member of the boards of the Black Student Fund, the Lockhart Group of Companies, Paxson Communications Corporation, and Southwest Power Pool.

PUBLICATIONS: Published various articles on broadcast station ownership and issues on profit motivation, among others:

Minority Marketing Problems: Serious But Solvable.
Sound Management, Fall 1984

Financing Broadcasting Properties: SBA or Proposed Capital Bank.
Journal of Minority Business Finance, Fall 1984

Financing Ownership of Broadcast Properties From a Minority Venture Capitalist Perspective. National Bar Association Law Journal,
Vol. XII, No. 1, Summer 1983

The Importance of Profit Motivation and Managerial Assistance in the Development of Community Economic Development Programs.
Duke University Law Review, Summer 1970

LANGUAGES: Working knowledge of Spanish; studied the Russian language.

DEPARTMENT OF
BUSINESS DEVELOPMENT

July 09, 2002

John Oxendine
BLACKSTAR, LLC
2727 N Ocean Blvd, A-506
Boca Raton, FL 33431-0000

CERT. NO: 6489
APPROVAL DATE(s): 05/31/2002 - DBE
EXPIRATION DATE: 04/30/2005

Dear John Oxendine:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While Disadvantaged Business Enterprise (DBE) certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Black, Hispanic, Women and/or Community Small Business Enterprise (BBE/HBE/WBE/CSBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small and/or minority business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This Department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

All Other Personal Services (DBE)

Administrative Management And General Management Consulting
Services (DBE)

Telecommunications Resellers (DBE)



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APPENDIX D

APPENDIX "D"
ACKNOWLEDGEMENT OF ADDENDA

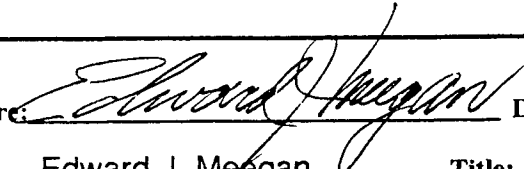
Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation;

Addendum #1, Dated June 14, 2002
Addendum #2, Dated June 28, 2002
Addendum #3, Dated July 3, 2002
Addendum #4, Dated _____, 200____
Addendum #5, Dated _____, 200____
Addendum #6, Dated _____, 200____
Addendum #7, Dated _____, 200____
Addendum #8, Dated _____, 200____
Addendum #9, Dated _____, 200____

PART II:

 No Addendum was received in connection with this solicitation.

Authorized Signature:  Date: July 15, 2002
Print Name: Edward J. Meegan Title: President
Federal Employer Identification Number: 11-3157473
Firm Name: WTN/Blackstar/CKOB Vending Joint Venture
Address: C/O WTN, Inc., 87-14 116th Street
City/State/Zip: Richmond Hill, NY 11418
Telephone: 718-849-6000 Fax: 718-849-5710

Addendum # 1

PROJECT NAME:	Invitation to Bid for the Prepaid Phone Card Vending Machines	BID NO:	MDAD0003
A/E CONSULTANT:	Not Applicable	DUE DATE:	July 10, 2002 1:00 p.m.

TO ALL PROPOSERS:

This addendum is issued to clarify and/or modify the previously issued Invitation to Bid document, and is hereby made a part of the Invitation to Bid document. Please attach this addendum to the document in your possession and acknowledge receipt of this addendum in the space provided in the Acknowledgment of Addenda form of the Invitation to Bid document.

Item: Pertaining to the Invitation to Bid document for the Prepaid Phone Card Vending Machines:

Modify the third full paragraph at the top of Page IB-29 to read as follows:

In the event the Bidder chooses to sub lease pursuant to Section 13.02 in the Lease and Concession Agreement, such sub lease agreement must contain comparable terms and conditions as may be applicable to those contained in the Concession Agreement. Failure to submit the sub lease agreement with the bid shall render the bid non-responsive.

All other provisions of the original Invitation to Bid document remain unchanged.

RECOMMENDED:


Manager, Contracts Administration


Date

- c. All Firms receiving Invitation to Bid Documents
Clerk of the Board

ADDENDUM 2
MDAD0003

PROJECT	Invitation to Bid for the	Bid No.	MDAD0003
NAME:	Prepaid Phone Cards Vending	1	
	Machines (ITB)		
A/E	Not Applicable	REVISED ITB	07-17-02
CONSULTANT:		DUE DATE:	

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the previously issued Invitation to Bid document, and is hereby made a part of the Invitation to Bid document. Please attach this addendum to the document in your possession and acknowledge receipt of this addendum in the space provided in the Acknowledgment of Addends form Appendix D included in the Invitation to Bid Document.

Item: Pertaining to the Invitation to Bid document for the Prepaid Phone Cards Vending Machines:

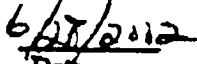
The submittal due date has been extended from July 10, 2002 to July 17, 2002 at 1:00 P.M.

"Section 1", entitled "Instructions to Bidders", under the Sub-Section entitled "Additional Information/Addends" on Page IB-14, has been modified, with the modification underlined as follows:

- (1) Requests for additional information, explanation, clarification, or interpretation must be made in writing to the Aviation Department Procurement/Contracts Division contact person identified on the cover page of this Bid Solicitation and file a copy with the Clerk of the Board, 111 NW 1st St., 17th Floor, Suite 202, Miami, Florida. The request shall be received no later than ten (10) working days prior to the original bid opening date. Any request received after that time may not be reviewed for inclusion in this Bid Solicitation. The request shall contain the requester's name, address, telephone and facsimile number. If transmitted by facsimile, the request shall also include a cover sheet, with the sender's facsimile number.

All other provisions of the original invitation to the Bid document remain unchanged.

Recommended: 
Manager, Contracts Administration


Date

cc: All firms receiving Invitation to Bid Documents
Clerk of the Board

ADDENDUM 3
MDAD0003

PROJECT NAME:	Invitation to Bid for the Prepaid Phone Cards Vending Machines (ITB)	Bid No.	MDAD0003
A/E CONSULTANT:	Not Applicable	REVISED ITB DUE DATE:	07-17-02

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the previously issued Invitation to Bid document, and is hereby made a part of the Invitation to Bid document. Please attach this addendum to the document in your possession and acknowledge receipt of this addendum in the space provided in the Acknowledgment of Addenda form Appendix D included in the Invitation to Bid Document.

MODIFICATIONS TO THE INSTRUCTIONS TO BIDDERS

1. Add new Appendix F.
2. Modify "Table of Contents" Page IB-3 , Attachments, Appendix F change to read "Ticket Counter Layout Plan".
3. Modify Section I Page IB-8, "Contents of Bid" Bullet No.6 change to read "Ticket Counter Layout Plan" - Appendix F
4. Substitute the attached revised Appendix H.
5. Modify Page IB-8 "Definitions" the term "Gross Revenues" and Section 3.04 of the Lease and Concession Agreement, with the modifications italicized below:

GROSS REVENUES: The term "Gross Revenues", as used in the Agreement, means all monies paid or payable to or consideration of determinable value received by the Concessionaire in the operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, (ii) promotional discount and coupon offers issued to

customers as a result of a Departmental approved marketing plan and (iii) any taxes imposed by law which are paid by a customer and directly payable by the Concessionaire to a taxing authority.

6. Add the following as the last paragraph to Section 1 top of Page IB-12, "Bidders Single Execution Affidavits"

Note: If the Bidder is a Joint Venture, each member of the Joint Venture must complete the above listed affidavits.

7. Delete Page ~~AFF-18~~ of the bid documents and replace with the revised Page AFF-18.

8. Modify Section 5, Page IB-28, Substitute subsection (1) of Section Entitled "DBE Goal Achieved Through Joint Venture ("JV") Partnering" as follows:

(1) Each DBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-DBE JV partner. The work plan should be submitted as part of this solicitation and annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the DBE joint venture partner should be store-specific with regards to tasks and locations. The DBE joint venture partner will be required to spend the minimum amount of Aggregate time on-site, focused on the operation of the concession. Such "minimum amount of aggregate time" is defined as ten hours per week.

9. Add the following to Page IB-30 of the Instruction to Bidders as a New section before the section entitled "Disadvantaged Business Enterprise Participation Plan":

DBE MENTORING, ASSISTANCE AND TRAINING PROGRAM

Consistent with the goal of providing DBEs with hands-on participation And the responsibility for a clearly defined portion of the Airport Concession operations, subject to Section 5 hereof, each DBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to, the following specific duties and responsibilities:

DBE MENTORING, ASSISTANCE AND TRAINING PROGRAM

A. Shop Operations

- (1) Passenger profile analysis
- (2) Cash handling/sales audit
- (3) Enhancing sales
- (4) Selling to the customer
- (5) Staffing to meet customer levels
- (6) Opening and closing procedures

B. Personnel

- (1) Employment practices
- (2) Compliance with wage and hour laws
- (3) Compliance with County and Airport requirements
- (4) Designing compensation and benefits plans
- (5) Management and staff training to enhance product knowledge and customer service
- (6) Warehousing packaging and sales reporting of merchandise

C. Shop Design and Display

- (1) Retail layout
- (2) Merchandising techniques
- (3) Visual display techniques

D. Loss Prevention

- (1) External and internal theft
- (2) Shop security

E. Books, Records and Reports

- (1) The books of account and supporting records of the Joint Venture(s) and the Sub-Concessionaire(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the DBE Sub-Concessionaire(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.
- (2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Prime Concessionaire shall provide to the Sub-Concessionaire(s) or Joint Venture(s), within an agreed upon time after the end of each month during the term of this Agreement, an unaudited operating (i.e., income) statement for the preceding month and for the year-to-date.
- (3) Reports of the DBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training i.e., components covered; total number of hours of training; training material covered; etc.

The following are the answers to questions received in writing regarding the Invitation to Bid.

1. Can the width of a machine be 25"? The bid states 24" and 36", but if the width falls between those two figures?
The 24" or 36" sizes stated in the bid document are to be used as guides. The actual machine sizes may vary by location. However, all machines must conform to space availability.
2. Can MIA provide monthly sales figures since September 2001?
See answer No. 3 below
3. Provide gross revenues for the 84 machine locations for each month separately for the period 10/1/2001 through 5/31/02.

Answer for questions 2 & 3

Attached is the revised Appendix H dated June 21, 2002, providing three (3) years sales history (unaudited), including YTD sales history for FY 2001-2002. (See Modification No. 4 in this Addendum, # 3).

4. Is there a way to allocate sales to only the 37 machines out for bid? (Appendix H provides sales for 84) Also, will the remaining 47 machines be de-installed? Who is currently providing them?
The revised Appendix H is intended to provide all Bidders with an aggregate sales history of the existing prepaid phone card machines. The 37 machines out for bid do not necessarily reflect the same location as are being occupied today at MIA. In addition, the Department does not warrant that the sales figures provided in Appendix H will be the same for the Successful Bidder.

The three existing providers Communitel, Latin American and WTN will remove all the prepaid phone card vending machines from the Airport within 30 days of the Effective Date of the Lease and Concession Agreement. It is up to the Successful Bidder to install it's own 37 prepaid phone card vending machines.

5. On page 1B-16, Section 2, it states that the Percentage Fee to the County will be 25% of Gross Revenues. Is this figure flexible? Can a bidder propose a higher fee? Also, is a bidder ultimately paying the greater of the MAG or the Percentage Fee? More specifically, would the successful bidder be paying 25% of the gross revenues minus the MAG paid at the beginning of the month?
See Answer No. 6 below

6. Exhibit E is not clear: Is the 25% calculated on the gross revenue and the monthly MAG deducted from that amount with an excess due or not due. (i.e. Gross Revenue of \$150,000 less \$45,000 MAG = \$105,000 X 25% = 26,250) (in this example, no additional amount would be due).

Answer for questions 5 & 6

The 25% Fee is a fixed amount and is non-negotiable.

Payments to the County are based on two figures, the MAG (Minimum Annual Guarantee) and the 25% Percentage Fee from Gross Revenues.

The Successful Bidder will always pay the MAG. The 25% Fee will be compared to the MAG when calculating Payments to the County.

EXAMPLE #1:

If the 25% Percentage Fee from Gross Revenues does not exceed the MAG, then the Successful Bidder only pays the MAG.

MAG = \$45,000

Gross Revenues = \$125,000

\$125,000 X 25% = \$31,250

Since the 25% Percentage Fee (\$31,250) is less than the MAG (\$45,000), the Successful Bidder pays only the MAG.

EXAMPLE #2:

If the 25% Percentage Fee from Gross Revenues exceeds the MAG, then the Successful Bidder will pay the MAG plus that portion of the 25%, which exceeds the MAG.

MAG = \$45,000

Gross Revenues = \$300,000

\$300,000 X 25% = \$75,000

25% Gross Revenues (\$75,000) - MAG (\$45,000) = \$30,000

MAG (\$45,000) + Gross Revenues (\$30,000) = \$75,000 Payments to the County.

Attached are two examples of this calculation using Exhibit E, to the Lease and Concession Agreement.

7. Can a bidder propose alternate prices that would include taxes? Do the prices listed include sales tax?

A Bidder may not alter the \$10 and \$20 denominations established for this solicitation. No other denomination will be accepted.

A Bidder may propose alternate prices as long as they meet the minimum (price per minutes) amounts established for this solicitation. The intent of the proposed price per minute is for the Successful Bidder to at least provide that amount of talking time to the consumer, as purchased, and preferably to exceed it as a means of improving and maintaining customer satisfaction.

The prices listed include not only sales tax, but international surcharges, maintenance fees, connection fees, pay-phone surcharge, etc.

8. Can a bidder submit a bid as a prime, but also be a subcontractor on a separate bid?
Yes.

9. Will there be an evaluation after the bid reading?
Refer to Section I Page IB-13 "Opening of Bids".

10. Would MIA be able to provide an airline listing for each Terminal/Concourse identified on Exhibit A?
Attached, is a Terminal Building drawing depicting the assigned ticket counters for the existing airlines as of the 2nd quarter 2002. These assignments are subject to change. This drawing is now part of the Invitation to Bid and will be known as Appendix F, "Ticket Counter Layout Plan". (See Modification No. 1 in this Addendum No. 3)

11. I believe Gross Revenues should be defined as revenue after sales tax not before sales tax.
The Department concurs with this definition and hereby modifies Page IB-6 "Definitions" and Section 3.04 of the form of the Lease and Concession Agreement in this addendum No. 3. (See Modification No. 5 in this Addendum No. 3).

12. Utilities: Many of the locations were selected due to the availability of electrical outlets. If the concessionaire is responsible for the installation of electrical outlet, would it be possible to improve locations?
No, the 37 locations depicted on Exhibit A will not be changed.

13. If the concessionaire is responsible for the installation of additional electricity outlets, the concessionaire will need more than 30 days to have the operation at 100%. We would require extra time to install new electrical outlets.
At this point no additional time will be granted. Please refer to Section 3 Page IB-17 "Installation and Maintenance".

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14. Because of the electrical expenses and to amortize the costs, would it be possible for a 4-year permit with 2 one-year extensions per Section 3, Scope of Services, Term of Lease?
No.
15. Office Space: In order to provide proper services, would it possible to have office space (500 sq ft) for an on premise attendant?
The Successful Bidder may request office space. However, space will only be provided if available and rent will be charged at the prevailing Class VI rental rate.
16. Exhibit E: Clarification - No mention of monthly rent due in bid package. Monthly rent is applicable only to office/support space, neither of which is contemplated in this Bid.
17. Negotiations: There must be some negotiation available if due to construction or terrorist acts the machines are out of operation, locations and MAG would have to be discussed.
These conditions outlined above are business risks and will be dealt with should they occur.
18. The Invitation to bid for the Prepaid Phone Card Vending Machines does not mention the F.C.C. mandated compliance with pre and post sales disclosure of "Terms and Conditions of Sale" at the point of sale. Given that the city of San Francisco and San Francisco Airport have legal action pending against them brought by a consumer group for non-disclosure and non-disclosed surcharges, is MDAD not concerned by this action? Is MDAD going to mandate that the successful bidder be in full compliance with August 1st 2001, F.C.C. disclosure rules?
MDAD expects full compliance with all Local, State and Federal laws. Article 14 Rules, Regulations and Permits, Section 14.01 Rules and Regulations addresses the requirement that the concessionaire will comply with all laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments.

If any laws require the disclosure of surcharges, then it is the requirement of the Concessionaire to abide by said law.

19. On page 10, Section 3.16 of the lease agreement "UTILITIES", could MDAD explain how the electrical consumption is going to be determined and billed to the successful bidder?

Electrical consumption, if not measured by a meter, will be based on a survey by the Department of the amps used on a 24-hour basis, per machine, or any other survey method the Department deems appropriate.

20. If two or more bidders offer the same amount of MAG, how will the successful bidder be determined?
Each of the two firm's bids will be reviewed one against the other to see if there are any superiorities between the two bids.

21. Will MIA provide electronic copies of the bid forms?
No, refer to Section 1, Page IB-13, Subsection entitled "Consideration for Award".

22. Is July 10th a public bid opening?
No, the date has been extended from July 10, 2002 to July 17, 2002 via Addendum No. 2

23. Can the Airport provide a list of DBE's?
The DBE list of certified companies can be obtained by contacting the Miami-Dade County Department of Business Development (DBD) located at 175 NW 1st Avenue, Courthouse Center, 28th Floor, Miami, Florida 33128 or by telephone at (305)349-5960 or facsimile at (305)349-5915, or visit the website at www.co.miami-dade.fl.us/DBD/ <<http://www.co.miami-dade.fl.us/DBD/>>

The DBE Certification List is maintained and published at least every other week by the Department of Business Development (DBD) and contains the names and addresses of currently certified Disadvantaged Business Enterprises (DBEs) certified by them.

24. Clarification of:

Advertisement of Bids: Paragraph 3

Section 1 - Instructions to Bidders, Paragraph 2, Preparation and Submission of Bid

Section 3 - Scope of Services paragraph 3

Advertisement of Bids reads: Each Bidder must submit a MQQF, Appendix A, MAG for Appendix B, and all required documents as specified in Section 1 "Contents of Bid"

Section 1 (Instructions to Bidders) reads: Page IB-8 "The bidder must submit 2 envelopes. One envelope with the MAG Appendix B and the other envelope with MQQF Appendix A with 10 additional copies and the DBE information required by Section 5".

Section 3 (Scope of Services) reads: Page IB-17 Each bidder must submit MQQF form - Appendix A, MAG form - Appendix B and all required documents as specified in Section 1 "Contents of Bid"

What is asked in Advertisement of Bids and Section 3 does not ask for in Section 1. Need further clarification of what is required. And if the "Contents of Bid" must be included, must 10 additional copies of the "Contents of Bid" also be included.

Refer to Instructions to Bidders starting on Page IB-8 which details what the bidder must submit for this Invitation to Bid.

25. Bidders Single Execution Affidavits:

- a) Page AFF-1: Who is "Me" if "Me" is a notary to sign statements, where does the notary sign?
"Me" refers to the undersigned, which requests "Name of Firm/Respondent". The notary signature Page AFF-16 has been added via this Addendum #3. See attached revised Page AFF-16.
 - b) Page AFF-8: Must each officer, director etc. of the Joint Venture fill out a sworn statement under Section 287.133 Florida Statutes on Public Entity Crimes.
See Modification No. 6 in this Addendum No. 3.
 - c) Clarification of all of Part III - Disclosure Affidavit. WTN/Blackstar is a vending machine provider for prepaid phone cards.
Yes, provide the information as requested on Page AFF-7.
 - d) In the bid package there seems to be items under disclosure affidavits that do not pertain to a vending machine operation, ie: drug free work place, family leave, discrimination on the basis of disability, etc. Please clarify.
Please complete information as requested.
26. Would Miami-Dade Aviation Department consider postponing the submission date of July 10th to July 20th given the up-coming July 4th holiday?
See answer No. 28 below.
27. DBE participation is mandated at 21%
1. Is it 21% of gross revenues as gross revenues described in the RFP?
 2. Or is it 21% of gross less shared cost based on percentage participation?
 1. Yes, DBE participation is 21% of gross revenues as described in page IB-28 Section 5 of the document.
Note: This document is an Invitation to Bid (ITB) not an (RFP).
 2. No, DBE participation is not 21% of gross less shared cost based on a percentage of participation.

28. Due to the holiday next week and without answers to the pertinent questions previously forward to MDAD, (regarding the product and financial proposal to the Airport), there will no be significant time to build a compelling and winning proposal. Please allow us a one-week extension to submit the bid and accompanying documents.

The due date for the Invitation to bid has been extended from July 10, 2002 to July 17, 2002 via addendum #2.

29. With regard to the "Pricing/Denominations", section on Page IB-18, do these prices include the FCC mandated deductions for calls made from pay phones?

Yes.

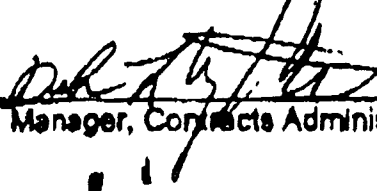
30. With regard to the same section on pg IB-18, is MDAD requesting a card that provides domestic service "or" international service as stated, or is MDAD requesting a card that provides both services?

The card should have both domestic and international calling capability. The separation of domestic and international was to provide an example of the expected rates/minutes for each type.

31. Re: "Customer Service" on pg IB-18, it states that the bidder must provide refunds via the 800 number on the machine and on-site. This may cause back-end difficulties as MDAD is also requesting on-site refunds. Can MDAD clarify which is mandatory? Is it possible to have an on-site refund policy for certain days/hours and a toll-free number for the off-hours? Please explain.

This is a situation where the highest level of customer service prevails. If the customer wants to have a personalized transaction and receive an immediate cash refund, then the on-site vendor is available for the refund transaction. If, for those not willing to seek out the on-site vendor, the 800 numbers will be the preferred methodology. The 24/7 coverage of the 800 numbers will provide the requisite level of service in all instances. Both refund formats are to be utilized.

All other provisions of the original to the bid document remain unchanged.

Approved: 
Manager, Contracts Administration

7/3/02
Date

cc: All firms receiving the Invitation to Bid Documents
Clerk of the Board

- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, communities or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- The Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES (AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT) ORDINANCE NO. 98-30

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written

Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

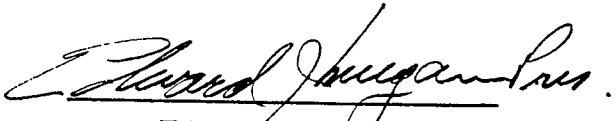
Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

Affirmative Action Plan/Procurement Policy Affidavit Ordinance No 98-30

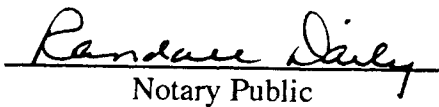
WTN, Inc., a New York corporation, located at 87-14 116th Street, Richmond Hill, NY 11418, attests to:

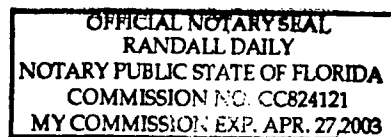
- 1) WTN, Inc.'s gross revenues are less than \$5 million annually,
- 2) WTN Inc.'s make up of employees is 50% Male Caucasian and 50% Female Caucasian.


Edward J. Meegan
president, WTN Inc.

STATE OF Florida, COUNTY OF DADE ss.: _____

On July 15, 2002 before me personally came Edward J. Meegan known to me to the individual above.


Notary Public



This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:

Edward J. Meegan Pres.

Signature of Affiant

Edward J. Meegan, president of

WTN Inc. & managing partner of JV

Printed Name of Affiant and Title

July 15, 2002

Date

11/31-1/5/7/4/7/3/

Federal Employment Identification
Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15 day of July, 2002
He/She is personally known to me or has presented _____ as identification.

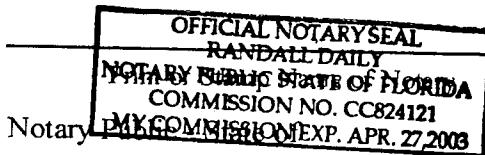
Type of identification

Randall Daily

Signature of Notary

Serial Number

Expiration Date



Notary
Seal

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling or equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person that controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by any public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, dictators, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity of crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity of crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings, The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgments, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami-Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above names Firm/Respondent, as of the date of bid/proposal submission:

✓ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten(10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104, and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be constructed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, as firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes – including but not limited to real and property taxes, utility taxes and occupational licenses – which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principals and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principals to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes that the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise that integrity of a business transaction as unacceptable, we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsify disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, communities or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through payments to another entity.

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COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES (AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT) ORDINANCE NO. 98-30

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written

Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

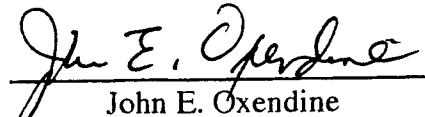
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The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

Affirmative Action Plan/Procurement Policy Affidavit Ordinance No 98-30

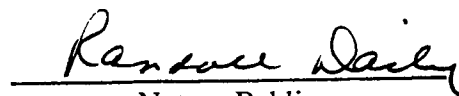
Blackstar LLC, a Florida limited liability corporation, located at 2727 N-Ocean Blvd., Boca Raton, Fl 33431, attests to:

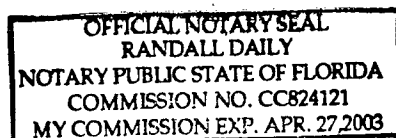
- 1) Blackstar LLC's gross revenues are less than \$5 million annually,
- 2) Blackstar LLC's make up of employees is 50% Male African American and 50% Female African American.


John E. Oxendine
president, Blackstar LLC

STATE OF FLORIDA, COUNTY OF DADE ss.: _____

On July 15, 2002 before me personally came John E. Oxendine known to me to the individual above.


Notary Public



This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:

John E. Oxendine
Signature of Affiant
John E. Oxendine, president of
Blackstar LLC
Printed Name of Affiant and Title

July 15, 2002
Date

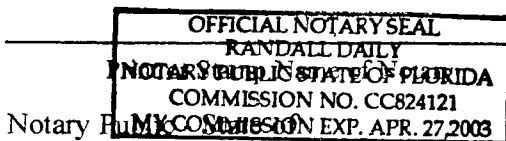
011-0161716161214
Federal Employment Identification
Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15 day of July 2002
He/She is personally known to me or has presented _____ as identification.

Type of identification

Randall Daily
Signature of Notary

Serial Number



Expiration Date

Notary Public

Notary
Seal

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling or equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person that controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by any public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, dictators, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity of crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity of crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings, The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgments, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami-Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above names Firm/Respondent, as of the date of bid/proposal submission:

✓ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104, and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be constructed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, as firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes – including but not limited to real and property taxes, utility taxes and occupational licenses – which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principals and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principals to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes that the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise that integrity of a business transaction as unacceptable, we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsify disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, communities or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

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By:

Christopher G. Korge
Signature of Affiant

7/15/02
Date

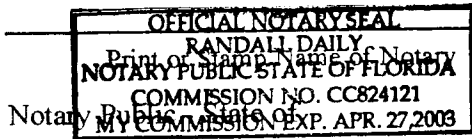
Christopher G. Korge, managing
member of CKOR Vending LLC
Printed Name of Affiant and Title

APPLIED FOR 1. 1. 1
Federal Employment Identification
Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 15 day of July 2002
He/She is personally known to me or has presented _____ as identification.
Type of identification

Randall Daily
Signature of Notary

Serial Number



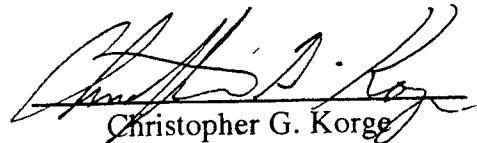
Expiration Date

Notary
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Affirmative Action Plan/Procurement Policy Affidavit Ordinance No 98-30

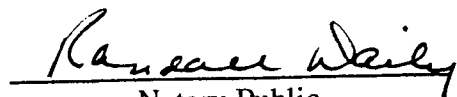
CKOR Vending a Florida limited liability corporation, located at 230 Palermo Avenue, Coral Gables, FL 33134, attests to:

- 1) CKOR Vending's gross revenues are less than \$5 million annually,
- 2) CKOR Vending's make up of employees is 100% Male Caucasian.


Christopher G. Korge
managing member,
CKOR Vending LLC

STATE OF FLORIDA, COUNTY OF DADE ss.: _____

On July 15, 2002 before me personally came Christopher G. Korge known to me to the individual above.


Notary Public

